MASTER PURCHASE AGREEMENT
Contract No. 2004MPA3841

This Master Purchase Agreement ("MPA" or "Agreement") is between the governmental body ("Licensee") identified below and Environmental Systems Research Institute, Inc. ("ESRI"). The Agreement enables Licensee to acquire ESRI geographic information system Software, services, Documentation, Data, or hardware over a defined period of time.

This Agreement is comprised of the following documents:

1. Master Purchase Agreement signature page, E111 11/04
2. ESRI MPA Terms and Conditions, Version E500M 5/04
3. General License Terms and Conditions, Version E200M 5/04
4. ESRI Exhibit 1, Scope of Use, Version E300 11/04
5. ESRI MPA Price List, Version E405M 11/04
6. Custom Software, Technical Data, and Assistance License Addendum, Version E600M 2/02, including Attachment A—Sample Task Order and Attachment B—Time and Materials Rate Schedule (J-8410)
7. ESRI Client Site Training Terms and Conditions, E207 11/04

The parties acknowledge that they have read and understand this Agreement and agree to be bound by the terms and conditions contained herein.

Licensee may only use the type and number of copies of the Software, Data, and Documentation for which the appropriate license fees have been paid to ESRI in accordance with this Agreement.

This Agreement constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous agreements, understandings, and arrangements between the parties relating to such subject matter. Any modification(s) or amendment(s) to this Agreement must be in writing and signed by an authorized representative of each party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the last date written below.

STATE OF NORTH DAKOTA
(Licensee)

By: _Sherry L. Neas_
Authorized Signature

Printed Name: Sherry L. Neas

Title: State Procurement Manager

Date: 1-18-05

ENVIRONMENTAL SYSTEMS RESEARCH
INSTITUTE, INC.
(ESRI)

By: _Laura Dangermond_
Authorized Signature

Printed Name: **LAURA DANGERMOND**

Title: Vice President

Date: JAN 24 2005

Licensee Contact Information

Contact: Sherry L. Neas

Address: 14th FL Capitol Tower, 600 E. Boulevard Ave.

City, State, ZIP: Bismarck ND 58505-0310

Telephone: 701-328-1726

Fax: 701-328-1615

E-mail: Sneas@state.nd.us

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ESRI MPA TERMS AND CONDITIONS
(State and Local)

ARTICLE 1—DEFINITIONS

As used herein, the following words, phrases, or terms in this Master Purchase Agreement ("Agreement") shall have the following meanings:

"Licensee" means the governmental body that has signed this Agreement or an Authorized Entity that places orders pursuant to this Agreement.
"Authorized Entity" means a political subdivision of the governmental body authorized by the contracting governmental body to order and acquire Software, Data, Documentation, products, or services through this Agreement.

ARTICLE 2—TERM OF AGREEMENT

The Licensee's right to purchase under this Agreement shall remain in effect for two (2) years from the effective date unless terminated earlier as prescribed in Article 5—Termination; Cancellation. This Agreement may be renewed for three (3) additional one (1) year terms upon written agreement of the parties.At the end of the initial and any succeeding term, the parties may negotiate a new term and pricing based on mutual agreement. The term of any Software or Data licenses ordered through this Agreement shall be as stated in the General License Terms and Conditions. ESRI may elect to not renew the Agreement should total orders for licenses, training, consulting, or custom application development not exceed fifty thousand dollars ($50,000.00) per year or one hundred thousand dollars ($100,000.00) per any two (2)-year period.

ARTICLE 3—PRODUCT OFFERINGS

ESRI may, at its sole discretion, discontinue offering any Software, Data, other product, or service included in this Agreement at any time upon reasonable written notice.

ESRI may, at its sole discretion, offer new Software, services, Data, Documentation, hardware, or larger quantity discount pricing by providing written notice. ESRI may require additional license terms prior to use of new Software or Data. Such notice shall become part of this Agreement upon (i) ordering Software, hardware, or services covered by the notice or (ii) thirty (30) days after Licensee's receipt of notice, whichever is sooner. Licensee may object in writing to the notice prior to the occurrence of items i or ii. Any objections or changes to the notice shall require written agreement of both parties.

ARTICLE 4—GRANT OF LICENSE AND SCOPE OF USE

The license grant and permitted uses specified in Article 3 and Article 4 of the General License Terms and Conditions (E200) are restricted to use within the United States of America, its possessions, and territories. For Internet mapping Software, the server must be located within the United States of America, its possessions, and territories.

ARTICLE 5—TERMINATION; CANCELLATION

5.1 Termination

This Agreement may be terminated for cause by either party upon forty-five (45) days' written notice. The recipient of the notice shall have fifteen (15) days in which to correct or cure any default or defect in performance. On termination of this Agreement, all accounts and payments will be processed according to financial arrangements set forth herein for performance rendered to the date of termination. After termination, Licensee shall no longer be permitted to place orders under this Agreement. ESRI, at its sole election, may terminate the right of any Authorized Entity to participate in this Agreement in accordance with this provision without terminating the Agreement with respect to the governmental body or any other Authorized Entity.

5.2 Cancellation

Purchase orders, other than for the initial purchase, may be canceled by the Licensee in whole or in part, upon forty-five (45) days' written notice to ESRI. There will be no cancellation charge for canceled Software unless the Software has been delivered. If the Software has been shipped, the cancellation will require Licensee payment of return shipping costs. Licensee has the right to cancel hardware purchases forty-five (45) days prior to scheduled delivery without cost. After hardware delivery or within forty-five (45) days of scheduled delivery, cancellation of the hardware purchase is subject to a manufacturer cancellation charge not to exceed thirty-five percent (35%) of hardware list price.

5.3 Deficiency Action

Without prejudice to any other right or remedy available to ESRI, ESRI may terminate this Agreement provided Licensee is given fifteen (15) days prior notice to cure deficiency.

  a.   If Licensee fails to pay any license fees to ESRI in accordance with the requirements of this Agreement; or
  b.   If Licensee distributes ESRI® Software, Data, and Documentation to any person or entity other than a Licensee; or
  c.   If Licensee discloses any trade secret technology and other information proprietary to ESRI in breach of this Agreement.

5.4 License Survival

Upon voluntary termination of this Agreement for the convenience of Licensee or expiration of this Agreement, Licensee may continue to retain and use such licensed ESRI Software, Data, and Documentation in accordance with the General License Terms and Conditions; Exhibit 1, Scope of Use; and any other license terms contained herein. Licensee may then directly and separately contract for Software updates, maintenance, and/or technical support service.

ARTICLE 6—NONAPPROPRIATION OF FUNDS; LIMITATION

6.1 Funding

Where the financial obligations of the Licensee payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available and the funds are not appropriated or otherwise available, this Agreement may be terminated as set forth in Article 5 and any Addendum to Contract Between State Of North Dakota And Environmental Systems Research Institute, Inc.

6.2 No Minimum Purchase

Licensee does not guarantee to purchase any certain amount under this Agreement.

ARTICLE 7—ORDERS

7.1 Licensee Purchase Orders

Licensee shall issue purchase orders to ESRI for Software, Data, services, or hardware based on the fees specified in this Agreement. The Licensee is requested to confirm hardware pricing and model availability with ESRI prior to placement of a purchase order. The terms and conditions of this Agreement shall govern all orders issued by Licensee. Any additional or different terms included with an order shall require specific approval by ESRI via a written modification to this Agreement to be binding.

7.2 Purchase Order Requirements

All purchase orders shall reference and be subject to the terms and conditions of this Agreement.

The following information/statements shall also be included in each purchase order.

  a.   Name or identification of Licensee, place of delivery, and the end user name and contact information
  b.   Purchase order number
  c.   Date delivery is requested (minimum thirty [30] days after ESRI receipt of order)
  d.   Primary site for maintenance if primary maintenance is *not* ordered
  e.   Quantity, description, and unit price

ESRI is a trademark, registered trademark, or service mark of ESRI in the United States, the European Community, or certain other jurisdictions.

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f. On the face of the purchase order, print the following statement: "Subject to Master Purchase Agreement No. 2004MPA3841."

7.3 Additional Quotes
Licensee may request a quote for any new or unlisted Software/services and issue a purchase order under this Agreement, provided ESRI may require additional license terms for use of the new or unlisted Software.

7.4 Authorized Entity
An Authorized Entity may order or acquire Software, Data, Documentation, hardware, services, updates, maintenance, or support under and subject to the terms and conditions of this Agreement.

7.5 Registration/Keycode Request
To activate Software, subject to a License Manager, Licensee may be required to obtain a keycode through ESRI's Web site at myESRI.com or through ESRI's Customer Service Department.

ARTICLE 8—ESRI AUTHORIZED RESELLER ORDERS

Licensee may purchase ESRI Software from an authorized ESRI reseller at the MPA price. The following requirements must be satisfied:

- The quotation for ESRI Software and the selection of the ESRI reseller must comply with all applicable State and local public procurement laws and regulations;
- The ESRI reseller must be a member of the ESRI Business Partner Program in good standing at the time the order is placed with ESRI and be authorized to provide the Software ordered as defined at ESRI Web site http://gis.esri.com/partners/index.html. Select "Resellers" to view the authorized resellers and the Software they are authorized to provide; and
- The purchase order forwarded by the Licensee must list the information requested in Article 7.2, the ESRI reseller name, and the Software MPA pricing.

If all conditions of sale under the MPA are met, ESRI will accept the order and the authorized reseller will receive a sales commission. ESRI will deliver the ESRI Software directly to the Licensee, invoice, and receive payment for any such order. If ESRI does not accept the order, the Licensee may enter into a direct transaction with the ESRI reseller, and the order will not be processed under this MPA.

Upon request, the ESRI regional office will provide the Licensee with a list of authorized ESRI resellers in good standing that do business in the State.

ARTICLE 9—PRICING

ESRI will provide Software, Data, Documentation, maintenance, and support specified at the prices incorporated into this Agreement. The specified prices stated in the incorporated ESRI Price List are exclusive of shipping, installation, and tax. The pricing for consulting and training services are subject to annual escalations beginning in January of each year. After the initial term of this Agreement, the prices for Software, Data, Documentation, maintenance, and updates may be escalated annually during any extension to the term of this Agreement.

9.1 Software, Maintenance, and Support
ESRI will provide technical support and maintenance services as specified by the Support Services policies described under "Support" ("Support Services Brochure") on the ESRI Web site home page at www.esri.com.

9.2 Custom Software and Application Services
ESRI Services are available on a time and materials or firm fixed price basis via a signed task order, but only if this Agreement expressly incorporates the Custom Software, Technical Data, and Assistance License Addendum (E600), including the current Time and Materials Rate Schedule (J-7264-a/BD). The E600 Addendum and the J-7264-a/BD Rate Schedule together comprise the applicable terms, staffing, and hourly labor rates (hourly rates applicable only for time and materials projects) for any such work to be performed under this Agreement. Labor rates are subject to annual escalation not to exceed 7.5% per year in January of each year. The scope of work and any additional terms are subject to mutual agreement in the task order. Information and arrangements regarding Custom Software and Application Services are available from the Implementation Services Program Manager, Craig Morgan, at 909-793-2853, ext. 1546.

9.3 Training Services
Training will be provided in accordance with the policies defined under "Education and Training" at www.esri.com and the ESRI Client Site Training Terms and Conditions (E207) incorporated herein. Training prices are subject to annual escalation, not-to-exceed seven and one-half percent (7.5%) in January of each year.

ARTICLE 10—TERMS OF COMPENSATION AND ACCEPTANCE

10.1 Terms of Compensation
Software and hardware will be invoiced one-hundred percent (100%) upon shipment.

10.2 Acceptance and Payment
Software and hardware installation and training services, as applicable, will be invoiced upon completion. When ESRI installation is ordered, acceptance occurs upon completion of ESRI Software installation and testing, unless rejected in writing.

Licensee agrees to pay each invoice in full within thirty (30) days of receipt of a valid invoice.

Unless rejected in writing, acceptance of any shipment of ESRI Software, Data, Documentation, and hardware shall be presumed to have occurred fifteen (15) days after shipment by ESRI.

ESRI may reject any purchase order if Licensee fails or refuses to pay any license or service fee due.

ARTICLE 11—HARDWARE PURCHASES

11.1 Hardware Purchase Procedures
ESRI is a value-added hardware reseller. As such, ESRI is restricted from selling hardware to any user who has not licensed ESRI Software. Licensee acknowledges ESRI's representations in this regard.

ESRI shall provide hardware prices by written quotation prior to issue of an order. ESRI will order hardware upon receipt of the Licensee's purchase order.

11.2 ESRI Installation of Workstation and/or Peripheral Equipment
When ordered by Licensee, ESRI will provide a hardware vendor's installation service for applicable hardware ordered under this Agreement in Licensee's designated office within one hundred twenty (120) days (if possible), depending on vendor inventory/delivery schedules. Installation dates may be changed by mutual consent of ESRI and Licensee. This installation shall include the successful interfacing and testing of equipment according to standard procedures associated with each manufactured item of the system.

11.3 Procedures at Site
During the installation period, ESRI shall coordinate with the hardware vendor to guide the Licensee's systems administrator on the installation and administration of the new hardware system as it relates to the operation of ESRI Software and other related Software. As the two parties work together on installation tasks, the systems administrator will be guided through key procedures needed to install and administer ESRI Software and other related software on the equipment.

11.4 Deliverables

- Hardware system as ordered
- Interfaced ESRI Software and hardware, as applicable
- Assistance in familiarization with operation of hardware (ESRI and hardware vendor, as applicable)

11.5 Responsibilities

- Licensee shall designate a person to act as its system administrator. Prior to the start date for installation, Licensee shall, at its own expense, prepare the designated site in accordance with the hardware manufacturer or third party vendor's ("Vendor's") specifications. These preparations shall include installation of appropriate electrical wiring, air conditioning, heating, humidity control, lighting, and space for hardware components.

- ESRI shall coordinate the shipping, insurance, and delivery of the various hardware components including communication with Licensee regarding appropriate logistics.
- Licensee shall provide appropriate insurance coverage for the equipment after delivery.

11.6 Manufacturer's Warranty and Infringement Indemnity

ESRI will pass through any hardware warranty and infringement indemnity from each respective manufacturer directly to the Licensee. Neither ESRI Software and Data nor vendor's hardware is designed for use in fail-safe environments or mission-critical applications such as, but not limited to, running nuclear operations, airport/aircraft control systems, or 911 emergency and life support response systems. Licensee shall hold ESRI and the hardware vendor harmless from any claims for loss, cost, damage, expense, or liability arising out of, or in connection with, the use and performance of Software, Data, hardware, or services in such fail-safe environments or mission-critical applications.

SUCH WARRANTIES AND INDEMNITIES ARE IN LIEU OF AND THIS AGREEMENT EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT THE HARDWARE IS FAULT-FREE, WILL OPERATE WITHOUT INTERRUPTION, OR IS COMPATIBLE WITH ALL EQUIPMENT AND SOFTWARE CONFIGURATIONS; AND (ii) ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, SYSTEM INTEGRATION, AND NONINFRINGEMENT

ARTICLE 12—GENERAL PROVISIONS

12.1 Notice
Notice required or contemplated by either party must be delivered in person or by courier, express mail, facsimile, or postage-prepaid certified or registered airmail addressed to the party for whom it is intended at the address specified herein. Either party may change its address by giving prompt notice to the other party of the change.

Licensee Contact:

See signature page (E111)

ESRI Contact:

Contracts Manager
ESRI
380 New York Street
Redlands, CA 92373-8100
Phone: 909-793-2853
Fax: 909-307-3020

12.2 Shipping and Handling

- Standard shipping is by two (2)-day air via UPS or equivalent carrier.
- Expedited express delivery for Software can be arranged.
- It is suggested the shipping and handling charges be confirmed in advance as the ESRI invoicing program will incorporate the current fees automatically. Also, there may be periodic changes due to fluctuations in the transportation industry fees.

12.3 Maintenance
Generally, maintenance is offered on an annual basis. Upon expiration of the initial complimentary maintenance year, or any subsequent maintenance term, Licensee may issue a purchase order under this Agreement for renewal of maintenance at the terms and pricing then in effect. Upon acceptance of an ESRI quotation, the purchase order shall be issued in advance or not later than concurrent with the present maintenance term. Should there be a lapse in maintenance coverage, and at some later date Licensee chooses to reinstate maintenance, Licensee shall pay maintenance fees for the lapsed period, not to exceed a maximum of two (2) prior years, plus one (1) year's maintenance fees in advance.

12.4 Audit - All records, regardless of physical form, and the accounting practices and procedures of ESRI relevant to this Agreement, with the exception of Confidential Information, or any other information that ESRI may legally exclude from an audit, are subject to examination by the North Dakota State Auditor or the Auditor's designee. ESRI will maintain all such records for at least three years following termination of this Agreement.

ARTICLE 1—DEFINITIONS

Definitions—As used herein, the following words, phrases, or terms in this Agreement shall have the following meanings:

(a) "Software" means the actual copy of all or any portion of ESRI's proprietary geographic information system (GIS) software technology, computer software code, components, dynamic link libraries (DLLs), and programs delivered on any media, including, but not limited to, alpha, beta, prerelease, restricted version(s), or final commercial release provided in source, object, or executable code format(s), inclusive of backups, updates, or merged copies permitted hereunder or subsequently supplied under this Agreement.

(b) "Data" means any ESRI or third party data vendor(s) digital data set(s) including, but not limited to, geographic, vector data coordinates, raster, or associated tabular attributes in ESRI® GIS software compatible format(s) supplied under this Agreement.

(c) "Documentation" means all of the printed and digital materials including, but not limited to, user documentation, training documentation, or technical information and briefings supplied under this Agreement.

(d) "License Manager" means the nondestructive license management software program or hardware key, or similar copy protection mechanism, which controls the distribution of the licensed number of Software copies to requesting end user(s) of Licensee.

ARTICLE 2—INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP

The Software, Data, and Documentation are owned by ESRI and its licensor(s) and are protected by United States laws and applicable international laws, treaties, and conventions regarding intellectual property or proprietary rights. ESRI and its licensor(s) retain all rights, title, and ownership not granted herein to all copies of the Software, Data, and Documentation licensed under this Agreement. From the date of receipt, Licensee agrees to use reasonable effort to protect the Software, Data, and Documentation from unauthorized use, reproduction, distribution, or publication. All rights not specifically granted in this Agreement are reserved to ESRI and its licensor(s).

ARTICLE 3—GRANT OF LICENSE

3.1 Grant of License—In consideration of the mutual promises and covenants provided herein and for other good and valuable consideration, and conditioned upon compliance with all of the terms and conditions set forth in the Agreement including, but not limited to, Article 4, ESRI grants to Licensee a personal, nonexclusive, nontransferable license to

(a) Use the Software, Data, and Documentation as a single package for Licensee's own internal use only; and

(b) Access and use any secure ESRI Web site resources made available to Licensee for Licensee's internal use only, provided that Licensee follows ESRI's terms of use policy specified therein. All password or controlled access information provided by ESRI shall be treated as ESRI confidential information.

3.2 Beta License—In the event ESRI accepts Licensee into a current Beta Testing program, Licensee may be provided copies of alpha, beta, and/or prerelease (hereinafter collectively referred to as "Beta") Software for the limited purpose of testing the Beta Software in accordance with the Beta testing policies then in effect. Beta Software and Documentation delivered are confidential and proprietary to ESRI and contain trade secrets, inclusive of unpublished specifications. In consideration of the rights granted herein, Licensee agrees to retain all Beta Software and Documentation provided to Licensee in confidence. Licensee shall maintain all results of testing in confidence and agrees not to disclose to any third party details pertaining to the Beta Software, Documentation, test results, or errors encountered. ESRI reserves the right to determine which Beta Software and Documentation, subsequent interim beta release(s), or patch(es) will be made available to Licensee to test during the term of the Agreement. Beta Software is subject to change prior to its commercial release and may never be commercially released. Licensee is advised that such Software is not suitable or licensed for full use and accepts all responsibility for use of the same and any results generated.

3.3 Evaluation License—ESRI may from time to time extend a limited term evaluation license(s) under the terms of this Agreement, for the duration authorized in any supporting documentation supplied by ESRI. Any evaluation license subsequently converted to a full use license is also subject to the terms of this Agreement.

3.4 Consultant Access—Licensee may provide access to the Software, Data, or Documentation to any consultant or contractor of Licensee, provided that the consultant or contractor is using the Software, Data, or Documentation exclusively for the benefit of Licensee. Licensee shall be responsible for compliance by consultants or contractors with the terms and conditions of this Agreement.

ARTICLE 4—SCOPE OF USE

4.1 Permitted Uses

(a) Licensee may (i) install and store copies onto electronic storage device(s) and (ii) only use the Software, Data, and Documentation as described in Exhibit 1 set forth herein and in accordance with the licensed configuration on file with ESRI Customer Service or ESRI authorized distributors.

(b) Licensee may make one (1) copy of the Software, Data, and Documentation for archival purposes during the term of this Agreement. Additionally, Licensee may make routine computer backups and implement a redundant Software installation for failover operations during the period the primary site is not operational. The redundant Software installation shall remain dormant except for system maintenance and updating of databases while the primary site is operational.

(c) Licensee may customize the Software using any (i) macro or scripting language, (ii) open application programming interface (API), or (iii) source or object code libraries, but only to the extent that such customization is described in the Documentation.

(d) Licensee may use the Data only as described in the Distribution Rights section of the help or metadata files delivered with the Software, Data, and Documentation.

(e) Licensee may use, copy, or prepare derivative works of the Documentation supplied in digital format and thereafter reproduce, display, and redistribute the customized documentation only for Licensee's own internal use. The portion(s) of the Documentation supplied in digital format merged with other software and printed or digital documentation shall continue to be subject to the terms and conditions of this Agreement and shall provide the following copyright attribution notice acknowledging the proprietary rights of ESRI and its licensor(s) in the Documentation supplied in digital format: "Portions of this document include intellectual property of ESRI and its licensor(s) and are used herein under license. Copyright © [*Insert the actual copyright date(s) from the source materials*] ESRI and its licensor(s). All rights reserved."

4.2 Uses Not Permitted

(a) Licensee shall not sell; rent; lease; sublicense; lend; assign; time-share; or act as a service bureau or Application Service Provider (ASP) that allows third party access to the Software, Data, and Documentation except as provided herein; or transfer, in whole or in part, access to prior or present versions of the Software, Data, or Documentation, any updates, or Licensee's rights under this Agreement.

(b) Licensee shall not redistribute the Software developer license authorization file(s).

(c) Licensee shall not redistribute the Software, in whole or in part, including, but not limited to, extensions, components, or DLLs without the prior written approval of ESRI as set forth in an appropriate redistribution license agreement.

(d) Licensee shall not reverse engineer, decompile, or disassemble the Software, Data, or Documentation, except to the extent that such activity is expressly permitted by applicable law notwithstanding this restriction in order to protect ESRI and its licensor(s) trade secrets and proprietary information contained in the Software, Data, or Documentation.

(e) Licensee shall not make any attempt to circumvent the technological measure(s) (e.g., License Manager, etc.) that controls access to or use of the Software, Data, and Documentation, except to the extent that such activity is expressly permitted by applicable law notwithstanding this restriction.

(f) Licensee shall not use the Software to transfer or exchange any material where such transfer or exchange is prohibited by copyright or any other law.

(g) Licensee shall not remove or obscure any ESRI or its licensor(s) patent, copyright, trademark, or proprietary rights notices contained in or affixed to the Software, Data, or Documentation.

(h) After a reasonable transition period for updating to the most current version of the Software, Licensee shall cease using all prior version(s) of the Software that Licensee has elected to update to the most current version(s) of the Software. When the transition to the most current version(s) of the Software is complete, the quantity of Software licenses in use

by Licensee at any given time shall not exceed the total quantity licensed by ESRI in accordance with the licensed configuration on file with ESRI Customer Service.

ARTICLE 5—MAINTENANCE

Maintenance consists of Software, Data, or Documentation updates and access to technical support and other benefits specified in the most current applicable ESRI Support Services Policy.

ARTICLE 6—TERM AND TERMINATION

The license granted to Licensee by this Agreement shall commence upon the acceptance of this Agreement and shall continue until such time that (i) Licensee elects in writing to discontinue use of the Software, Data, or Documentation and terminates this Agreement or (ii) either party terminates the Agreement for a material breach that is not cured within ten (10) days of written notice to the other party, except that termination is immediate for a material breach of a nature that it is impossible to cure. Upon termination of this Agreement, Licensee shall uninstall, remove, and destroy all Software, Data, and Documentation, and any whole or partial copies, modifications, or merged portions in any form and execute and deliver evidence of such destruction to ESRI.

ARTICLE 7—LIMITED WARRANTIES AND DISCLAIMERS

7.1 Limited Warranties—For a period of ninety (90) days from the later of the date of keycode issuance or date of delivery of the Software, Data, or Documentation to Licensee, ESRI represents and warrants that (i) the unmodified Software will substantially conform to the published Documentation and (ii) the media upon which the Software, Data, and Documentation is provided will be free from defects in materials and workmanship under normal use and service.

7.2 Data Disclaimer—If included under this Agreement, the Data has been obtained from sources believed to be reliable, but its accuracy and completeness are not guaranteed. The Data may contain some nonconformities, defects, errors, or omissions. ESRI AND ITS LICENSOR(S) MAKE NO WARRANTY WITH RESPECT TO THE DATA. Without limiting the generality of the preceding sentence, ESRI and its licensor(s) do not warrant that the Data will meet Licensee's needs or expectations, the use of the Data will be uninterrupted, or that all nonconformities can or will be corrected. ESRI and its licensor(s) are not inviting reliance on this Data, and Licensee should always verify actual Data including, but not limited to, map, spatial, raster, and tabular information. ESRI will pass through any warranty from ESRI's Licensors directly to Licensee.

7.3 General Disclaimer—EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTIES, TO THE EXTENT PERMITTED BY LAW, ESRI DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, SYSTEM INTEGRATION, AND NONINFRINGEMENT UNLESS OTHERWISE REQUIRED BY SOUTH DAKOTA LAW. ESRI DOES NOT WARRANT THAT THE SOFTWARE, DATA, OR DOCUMENTATION WILL MEET LICENSEE'S NEEDS, OR THAT LICENSEE'S OPERATION OF THE SAME WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED.

LICENSEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT BETA AND EVALUATION SOFTWARE IS DELIVERED "AS-IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, SYSTEM INTEGRATION, AND NONINFRINGEMENT. LICENSEE ASSUMES ALL RISK AS TO THE QUALITY AND PERFORMANCE OF THE BETA AND EVALUATION SOFTWARE.

7.4 Exclusive Remedy—To the extent permitted by law, Licensee's exclusive remedy and ESRI's entire liability for breach of the limited warranties set forth in this Article 7 shall be limited, at ESRI's sole discretion, to (i) replacement of any defective media; (ii) repair, correction, or a work-around for the Software subject to the ESRI Support Services Policy; or (iii) return of the license fees paid by Licensee for the Software, Data, or Documentation that does not meet ESRI's Limited Warranty, provided that Licensee uninstalls, removes, and destroys all copies of the Software, Data, or Documentation and executes and delivers evidence of such deinstallation and destruction to ESRI.

ARTICLE 8—LIMITATION OF LIABILITY

8.1 Disclaimer of Certain Types of Liability— TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL ESRI OR ITS LICENSOR(S) BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS; LOST SALES OR BUSINESS EXPENDITURES; INVESTMENTS; OR COMMITMENTS IN CONNECTION WITH ANY BUSINESS, LOSS OF ANY GOODWILL, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR USE OF THE SOFTWARE, DATA, OR DOCUMENTATION, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT ESRI OR ITS LICENSOR(S) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. TO THE EXTENT PERMITTED BY LAW, THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

8.2 General Limitation of Liability— TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL ESRI'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, EXCEED THE AMOUNTS PAID TO ESRI BY LICENSEE FOR SOFTWARE, DATA, OR DOCUMENTATION PURSUANT TO THIS AGREEMENT.

8.3 Applicability of Disclaimers and Limitations—To the extent permitted by law, Licensee agrees that the limitations of liability and disclaimers set forth in this Agreement will apply regardless of whether Licensee has accepted the Software, Data, or Documentation or any other product or service delivered by ESRI. The parties agree that ESRI has set its prices and entered into this Agreement in reliance upon the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.

ARTICLE 9—INFRINGEMENT INDEMNITY

9.1 ESRI shall defend, indemnify, and hold harmless Licensee from and against any loss, liability, cost, or expense, including reasonable attorneys' fees, which may be incurred by Licensee against any claims, actions, or demands by a third party alleging that the Software, Data, or Documentation infringes a U.S. patent, copyright, or trademark provided

- (a) Licensee promptly notifies ESRI in writing of the claim thereof;
- (b) ESRI has sole control of the defense of any actions and negotiations related to the defense or settlement of any claim; and
- (c) Licensee cooperates fully in the defense of the claim.
- (d) any attorney who represents Licensee under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. § 54-12-08;

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9.3 ESRI shall have no obligation hereunder to defend Licensee or to pay any resulting costs, damages, or reasonable attorneys' fees for or with respect to any claims, actions, or demands alleging (i) infringement that arises by reason of combination of noninfringing items, however acquired, with any items not supplied by ESRI; (ii) infringement to the extent arising from material alteration of the Software, Data, or Documentation by anyone other than ESRI, its agents, or its contractors; (iii) the direct or contributory infringement of any process patent by Licensee through the use of the Software, Data, or Documentation other than a process patent that is necessarily infringed by the internal processes executed within the Software or Data itself when the Software or Data is executed for its intended purpose; (iv) continued allegedly infringing activity by Licensee after it has been notified of the possible infringement; or (v) continued allegedly infringing activity by Licensee to the extent it arises from failure of Licensee to use the updated or modified Software, Data, or Documentation provided by ESRI for avoiding infringement.

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ARTICLE 10—GENERAL PROVISIONS

10.1 Future Orders—All Software, Data, Documentation, or maintenance orders placed within one (1) year of this Agreement's execution date shall be licensed under the terms of this Agreement, except that new Software, Data, and Documentation commercially released during that year may require additional terms. Orders placed and Software, Data, and Documentation updates or upgrades provided after that time shall be governed by the then-current General License Terms and Conditions and Exhibit 1, the terms of which will be indicated on ESRI's Web site or enclosed in the deliverable's packaging, depending on the method of delivery.

10.2 Export Control Regulations—Licensee expressly acknowledges and agrees that Licensee shall not export, reexport, or provide the Software, Data, or Documentation, in whole or in part, to (i) any country to which the United States has embargoed goods; (ii) any person on the U.S. Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the U.S. Commerce Department's Table of Denial Orders; or (iv) any person or entity where such export, reexport, or provision violates any U.S. export control law or regulation. Licensee shall not export the Software, Data, and/or Documentation or any underlying information or technology to any facility in violation of these or other applicable laws and regulations. Licensee represents and warrants that it is not a national, resident, located in or under the control of, or acting on behalf of any person, entity, or country subject to such U.S. export controls.

10.3 Commercial Terms and Conditions—This Agreement contains ESRI's commercial terms and conditions. Licensee's rights in the Software, Data, and Documentation are strictly limited to the uses granted by this Agreement. In the event any court, arbitrator, or board holds that the U.S. Government has greater rights to any portion of the Software, Data, or Documentation, such rights shall extend only to the portion(s) affected and use, duplication, or disclosure by the U.S. Government is subject to restrictions as provided in DFARS §227.7202-1(a) and §227.7202-3(a) (1995), DFARS §252.227-7013(c)(1)(ii) (OCT 1988), FAR §12.212(a) (1995), FAR §52.227-19 (June 1987), or FAR §52.227-14 (ALT III) (June 1987), as applicable.

10.4 Taxes and Fees, Shipping Charges—License fees quoted to Licensee are exclusive of any and all taxes or fees including, but not limited to, sales tax, use tax, value-added tax (VAT), customs, duties, or tariffs, and shipping and handling charges.

10.5 No Implied Waivers—The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

10.6 Severability—The parties mutually agree that if any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make the intent of the language enforceable.

10.7 Counterparts—This Agreement may be executed in counterparts, all of which, taken together, shall be deemed one (1) original document.

10.8 Successor and Assigns—Licensee shall not assign, sublicense, or transfer Licensee's rights or delegate its obligations under this Agreement without ESRI's prior written consent, and any attempt to do so without consent shall be void. This Agreement shall be binding upon the respective successors and assigns of the parties to this Agreement.

10.9 Survival of Terms—The provisions of Articles 6, 7, 8, 9, and 10 of this Agreement shall survive the expiration or termination of this Agreement for any reason.

10.10 Equitable Relief—Licensee agrees that any breach of this Agreement by Licensee may cause irreparable damage and that, in the event of such breach, in addition to any and all remedies at law, ESRI shall have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction to prevent violation of these terms.

10.11 Governing Law, Arbitration

A. *Licensees in the United States of America, Its Possessions, and Territories*—This Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota without reference to conflict of laws principles. Licensee does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties have the right to legal action to enforce available remedies. The parties do not waive any right to a jury trial.

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10.12 Subcontractors—ESRI agrees to be solely responsible for the performance of any subcontractor.

10.13 Spoilation—ESRI shall promptly notify Licensee of all potential claims which arise from or result from this Agreement. ESRI shall also take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to Licensee the opportunity to review and inspect the evidence, including the scene of an accident.

10.14 Nondiscrimination; Compliance with Laws—ESRI agrees to comply with all applicable laws and rules, including, but not limited to, those relating to nondiscrimination, accessibility, and civil rights. ESRI will timely file all required reports, make all payroll deductions, and timely pay all taxes and premiums owed, including, but not limited to sales and use taxes, unemployment compensation, and workers compensation premiums. ESRI will have and keep current at all times during the term of this Agreement all required licenses and permits.

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EXHIBIT 1
SCOPE OF USE
(E300 11/04)

The scope of use for each ESRI Software identified below is described in the applicable footnotes listed in parentheses.

- ArcGIS Desktop
  - ArcReader (1 and 19)
  - ArcView (1, 2, and 6)
  - ArcEditor (1, 2, and 6)
  - ArcInfo (2 and 6)
  - Extensions (1, 2, and 6)
  - ArcInfo Workstation Extensions (2 and 6)

- ArcGIS Schematics SDK (1, 4, 12, and 16)
- ArcGIS Business Analyst (1, 2, 15, and 21)
- ArcGIS Engine
  - ArcGIS Engine Developer Kit (1 and 23)
  - ArcGIS Engine Runtime (1, 4, 12, and 23)
  - ArcGIS Engine Options (Spatial Analyst, 3D Analyst, Geodatabase (GDB) Update, StreetMap) (1, 4, 12, and 23)

- ArcGIS Server
  - ArcGIS Server Base License (1, 3, 5, 7, and 24)
  - ArcGIS Server Options (Spatial Analyst, 3D Analyst, StreetMap) (1, 3, 5, 7, and 24)

- ArcSDE
  - ArcSDE Server (1, 3, 5, 7, and 18)
  - ArcSDE for Coverages (3, 5, 7, and 18)
  - ArcSDE Connections (2, 7, and 18)

- ArcIMS
  - ArcIMS and Extensions (1, 3, 5, 6, 7, 12, and 15)

- ArcIMS ArcMap Server (1, 3, 5, 7, and 12)
- RouteMAP IMS (1, 3, 5, 7, and 12)

- ArcView GIS 3.x
  - ArcView and Extensions (1)
  - ArcView Business Analyst (1, 15, and 21)

- ArcLogistics Route (1, 8, and 15)
- PC ARC/INFO (1)
- Maplex (1)
- MOLE (1)
- MOLE SDK (1, 4, and 12)
- BusinessMAP (1 and 15)
- ArcPad (1, 9, and 10)
- ArcPad StreetMap (1, 9, and 20)
- ArcPad Application Builder (1)
- MapObjects—Windows Edition (1, 4, 11, 12, and 16)
- MapObjects—Java Edition (1, 3, 4, 5, 12, 16, and 17)
- MapObjects LT (1, 4, 12, and 13)
- ArcExplorer (1 and 19)
- NetEngine (1, 5, and 12)
- NetEngine Internet (3, 5, and 13)
- Production Line Tool Set (PLTS); GIS Data ReViewer; Job Tracking for ArcGIS (1)
- Data Sets (1 and 15)

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4. A " Stand-alone Redistribution license" grants the right to Licensee to redistribute a stand-alone application to end users, provided the application is installed on each computer on which the application is run (also known as a "Stand-alone Deployment license"). The Stand-alone Redistribution license requires payment of redistribution or deployment fees, except for MapObjects LT.
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MapObjects—Java Internet Deployment License. An application upgrade is not a redeployment as long as it uses the same major revision of ArcGIS Schematics SDK, MapObjects—Windows Edition, or MapObjects—Java Edition.

17. The MapObjects—Java Edition contains Java Archive (JAR) files, which indicate they are authentic ESRI-certificated files when used over the Internet. Any Licensee certificate placed on the modified "re-jarred" files cannot reference ESRI as a source of trusted content. In addition to any other rights and restrictions in the Agreement, Licensee may use the MapObjects—Java Edition on a single computer to

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   (b) Build stand-alone Java Applications. Licensee may deploy the Java class ESRI certified libraries as an integral part of Licensee's application(s); and

   (c) Build servlets and/or Enterprise JavaBeans with MapObjects—Java components, requiring a MapObjects—Java Internet Deployment License for each CPU; and

   (d) Distribute MapObjects Java applets, provided (i) Licensee's Web pages or software application(s) is targeted at end users and not as a development tool; (ii) Licensee does not use ESRI's name, logos, or trademark to market Licensee's Web pages or application(s); and (iii) Licensee includes a valid Licensee copyright notice on Licensee's Web pages and software application(s).

18. ArcSDE is licensed on a Server/CPU basis and on a one-to-one basis with a relational database, meaning Licensee shall run ArcSDE on a Server on a one-to-one basis with a database Server. In most implementations ArcSDE and the database are installed on the same Server. Each ArcSDE Server license enables the customer to have multiple ArcSDE instances if they have multiple database instances on the corresponding database Server. Licensee shall not install ArcSDE instances on more than one Server and shall not use the network to connect from the Server on which ArcSDE is installed to databases on more than one (1) Server. ArcSDE Single Use licenses are available only for use with ArcEditor Single Use Software licenses on a one-to-one basis. ArcSDE direct connections run on a client desktop computer are also Single Use licenses. ArcSDE for Coverages is licensed only in conjunction with concurrent use licenses of ArcView, ArcEditor, ArcInfo, ArcSDE Server, or ArcIMS Software. Licensee may use the ArcSDE for Coverages subject to this Agreement. ArcSDE for Coverages is not licensed separately, but may be distributed separately.

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20. Data provided with ArcPad StreetMap may be used for mapping, geocoding, and routing purposes but may not be used for dynamic routing purposes. Dynamic routing or "real-time guidance" is predictive routing and is not included in the ArcPad StreetMap functionality. For instance, ArcPad StreetMap may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or calculating an alternate route if a turn is missed.

21. Subject to the Permitted Uses described below, the Data provided with Business Analyst shall not be used separately from the Software. Use of the Data provided with Business Analyst shall be subject to Footnote 15 above and are hereby supplemented by adding the following terms and conditions:

   "Permitted Uses:

   (a) In conjunction with the permitted uses described in Footnote 15, Licensee is granted permission to include resultant maps, reports, or other data output derived from Business Analyst only as part of Licensee's value-added products and/or services (e.g., Licensee's client reports, presentation packages, marketing studies, etc.) to current or prospective clients, so long as the resultant maps, reports, or other data output derived from Business Analyst comprises less than twenty percent (20%) of the total content value of the Licensee's client reports, presentation packages, or marketing studies.

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    (b) Unless Licensee has separately licensed a copy of ESRI BIS Coder, Community Coder, or ESRI BIS Data that permits appending of the ACORN or Community segmentation codes, Licensee shall not use the Data provided with Business Analyst to assign or append ACORN or Community segmentation codes to addresses or geographical data not included in Business Analyst.

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    (d) Licensee shall not withhold any substantial right (e.g., extension of credit) from any individual based solely on the ACORN or Community market segmentation systems type of said individual's place of residence."

22. [Reserved]

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24. ArcGIS Server requires ArcSDE and an ArcGIS Desktop License (ArcInfo, ArcEditor, or ArcView), licensed separately. The ArcGIS Server Base License includes the GIS Server and the Application Developer Framework (ADF). The ArcGIS Server options or extensions are the ArcGIS Server Spatial Option, ArcGIS Server 3D Option, and the ArcGIS Server StreetMap USA Option. An ArcGIS Server standard license includes the right to install and run the .NET or Java ADF on one (1) developer computer for the purposes of developing Web applications and services. Licensee may deploy ArcGIS Server applications on the Internet provided the source and object code are not accessible to users of the application, and that Licensee does not generate revenue directly by charging for access to the site or service by selling data, pay-per-view, or subscription fee, or similar means by utilization of the Software.

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    (a) Volume pricing applies on a per-order and per-item basis unless otherwise indicated. The listed prices must be multiplied by the order quantity to determine the total price for any given order.
    (b) Some products have prerequisites and interdependencies so that one may not be purchased, or may not be functional, without prior or simultaneous purchase of another product. For example, software upgrades can only be licensed by customers who have already acquired the corresponding earlier version of the software, and extension software is only functional in combination with the corresponding core software. If you have questions regarding your configuration, please contact your ESRI representative for additional information.
    (c) System requirements and platform support vary from item to item. If in doubt whether your system will support a desired item, please contact your ESRI sales representative for additional information.
    (d) Some items are not offered to all potential customers. For example, certain software upgrades are only offered to customers who have acquired the most recent versions of the software and local government licenses are only offered to local government customers.
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    (f) Customer must provide adequate facilities for client site training. Certain other restrictions apply. See the Learning Center On-site training information at ESRI's Web site (www.esri.com/training/site_training.html) for details.
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5. New software releases for most software products are provided exclusively through maintenance programs. In these cases, software upgrades are not sold separately.

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Standard Maintenance Program	No. of Complimentary Registrations
Primary Maintenance for ArcInfo Floating License	1
Primary Maintenance for ArcInfo Node-Locked License	2
Maintenance for ArcSDE (or SDE 3) 1 Server and Two CPU License	1
Maintenance for ArcIMS 1 Server and 2 CPU License (limited to 1 per qualifying customer number)	1
Maintenance for First Floating Higher Education ArcGIS LAB KIT License	1
Maintenance for First Node-Locked Higher Education ArcGIS LAB KIT License	1
Primary Maintenance for Maplex	1
ArcView GIS 3.x Maintenance--per 25 License	1
Maintenance for ArcGIS ArcView Single Use--per 25 License	1
Maintenance for ArcGIS ArcView Concurrent Use--per 15 License	1
Maintenance for ArcEditor--per 10 License	1
Maintenance for ArcGIS Server Server/CPU License	1
Primary Maintenance for ArcGIS Engine Developer Kit	1

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Section	Description	Price
1	**ArcGIS Concurrent Use Licenses**	
	ArcInfo Concurrent Use License	$9,900
	ArcInfo Concurrent Use License Annual Maintenance (Primary 1st, 11th, 21st, 31st...)	$3,000
	ArcInfo Concurrent Use License Annual Maintenance (Secondary 2-10, 12-20...)	$1,200
	ArcEditor Concurrent Use License	$6,300
	ArcView Concurrent Use License	$2,800
	ArcGIS Spatial Analyst Concurrent Use License	$2,000
	ArcGIS 3D Analyst Concurrent Use License	$2,000
	ArcGIS Geostatistical Analyst Concurrent Use License	$2,000
	ArcPress for ArcGIS Concurrent Use License	$1,120
	ArcGIS StreetMap 8.x Concurrent Use License (U.S. data)	$400
	ArcGIS StreetMap 9.0 Concurrent Use License	$800
	ArcGIS Publisher Concurrent Use License	$2,000
	ArcGIS Survey Analyst Concurrent Use License	$2,000
	ArcGIS Tracking Analyst Concurrent Use License	$2,000
	ArcGIS ArcScan Concurrent Use License	$2,000
	ArcGIS Maplex Concurrent Use License	$2,000
	ArcGIS Data Interoperability Concurrent Use License	$2,000
	ArcGIS Schematics Concurrent Use License	$2,800
	Primary Maintenance for ArcView Concurrent Use License	$700
	Secondary Maintenance for ArcView Concurrent Use License	$500
	Primary Maintenance for ArcGIS Spatial Analyst Concurrent Use License	$500
	Secondary Maintenance for ArcGIS Spatial Analyst Concurrent Use License	$200
	Primary Maintenance for ArcGIS 3D Analyst Concurrent Use License	$500
	Secondary Maintenance for ArcGIS 3D Analyst Concurrent Use License	$200
	Primary Maintenance for ArcGIS Geostatistical Analyst Concurrent Use License	$500
	Secondary Maintenance for ArcGIS Geostatistical Analyst Concurrent Use License	$200
	Maintenance for ArcPress for ArcGIS Concurrent Use License	$200
	Maintenance for ArcGIS StreetMap 9.0 Concurrent Use License	$200
	Primary Maintenance for ArcGIS Publisher Concurrent Use License	$500
	Secondary Maintenance for ArcGIS Publisher Concurrent Use License	$200
	Primary Maintenance for ArcGIS Survey Analyst Concurrent Use License	$500
	Secondary Maintenance for ArcGIS Survey Analyst Concurrent Use License	$200
	Primary Maintenance for ArcGIS Tracking Analyst Concurrent Use License	$500
	Secondary Maintenance for ArcGIS Tracking Analyst Concurrent Use License	$200
	Primary Maintenance for ArcGIS ArcScan Concurrent Use License	$500
	Secondary Maintenance for ArcGIS ArcScan Concurrent Use License	$200
	Primary Maintenance for ArcGIS Maplex Concurrent Use License	$500
	Secondary Maintenance for ArcGIS Maplex Concurrent Use License	$200
	Primary Maintenance for ArcGIS Data Interoperability Concurrent Use License	$500
	Secondary Maintenance for ArcGIS Data Interoperability Concurrent Use License	$200
	Primary Maintenance for ArcGIS Schematics Concurrent Use License	$700
	Secondary Maintenance for ArcGIS Schematics Concurrent Use License	$350
	Primary Maintenance for ArcEditor Concurrent Use License	$1,500
	Secondary Maintenance for ArcEditor Concurrent Use License	$1,200

Section	Description	Price
1	**ArcGIS Single Use Licenses**	
	ArcEditor Single Use License	$6,300
	ArcView Single Use License	$1,200
	ArcGIS Spatial Analyst Single Use License	$2,000
	ArcGIS 3D Analyst Single Use License	$2,000
	ArcGIS Geostatistical Analyst Single Use License	$2,000
	ArcPress for ArcGIS Single Use License	$240
	ArcGIS StreetMap 8.x Single Use License (U.S. data)	$400
	ArcGIS StreetMap 9.0 Single Use License	$800
	ArcGIS Publisher Single Use License	$2,000
	ArcGIS Survey Analyst Single Use License	$2,000
	ArcGIS Tracking Analyst Single Use License	$2,000
	ArcGIS ArcScan Single Use License	$2,000
	ArcGIS Maplex Single Use License	$2,000
	ArcGIS Data Interoperability Single Use License	$2,000
	ArcGIS Schematics Single Use License	$2,800
	Primary Maintenance for ArcView 8.3 or 9.0 Single Use License (Core Only)	$400
	Secondary Maintenance for ArcView 8.3 or 9.0 Single Use License (Core Only) Effective October 1, 2004	$300
	Primary Maintenance for ArcView 8.3 or 9.0 Single Use License (Core Plus Extensions)	$1,000
	Secondary Maintenance for ArcView 8.3 or 9.0 Single Use License (Core Plus Extensions) Effective October 1, 2004	$900
	Primary Maintenance for ArcEditor Single Use (without extensions)	$1,500
	Secondary Maintenance for ArcEditor Single Use (without extensions)	$1,200
	Primary Maintenance for ArcEditor Single Use with Extensions	$2,100
	Secondary Maintenance for ArcEditor Single Use with Extensions	$1,800
	Maintenance Activation Program (Temporary Program Expires March 31, 2005)	
	Primary Maintenance Activation Fee for ArcView 8.1, 8.2, or 8.3 Single Use License for Windows, Core Only (Price Effective May 15, 2004 thru March 31, 2005)	$600
	Secondary Maintenance Activation Fee for ArcView 8.1, 8.2, or 8.3 Single Use License for Windows, Core Only (Price Effective October 1, 2004 thru March 31, 2005)	$400
	Primary Maintenance Activation Fee for ArcView 8.1, 8.2, or 8.3 Single Use License for Windows, Core Plus Extensions (Price Effective May 15, 2004 thru March 31, 2005)	$1,500
	Secondary Maintenance Activation Fee for ArcView 8.1, 8.2, or 8.3 Single Use License for Windows, Core Plus Extensions (Price Effective October 1, 2004 thru March 31, 2005)	$1,300
	Primary Maintenance Activation Fee for ArcView 3.3 Single Use License for Windows, Core Only (Price Effective October 1, 2004 thru March 31, 2005)	$600
	Secondary Maintenance Activation Fee for ArcView 3.3 Single Use License for Windows, Core Only (Price Effective October 1, 2004 thru March 31, 2005)	$400
	Primary Maintenance Activation Fee for ArcView 3.3 Single Use License for Windows, Core Plus Extensions (Price Effective October 1, 2004 thru March 31, 2005)	$1,500
	Secondary Maintenance Activation Fee for ArcView 3.3 Single Use License for Windows, Core Plus Extensions (Price Effective October 1, 2004 thru March 31, 2005)	$1,300
	Primary Maintenance Activation Fee for ArcView 3.2 Single Use License for Windows, Core Only (Price Effective May 15, 2004 thru March 31, 2005)	$600
	Secondary Maintenance Activation Fee for ArcView 3.2 Single Use License for Windows, Core Only (Price Effective October 1, 2004 thru March 31, 2005)	$400
	Primary Maintenance Activation Fee for ArcView 3.2 Single Use License for Windows, Core Plus Extensions (Price Effective May 15, 2004 thru March 31, 2005)	$1,500

Section	Description	Price
1	Secondary Maintenance Activation Fee for ArcView 3.2 Single Use License for Windows, Core Plus Extensions (Price Effective October 1, 2004 thru March 31, 2005)	$1,300
	Primary Maintenance Activation Fee for ArcView 3.2 Single Use License for UNIX, Core Only (Price Effective May 15, 2004 thru March 31, 2005)	$1,050
	Secondary Maintenance Activation Fee for ArcView 3.2 Single Use License for UNIX, Core Only (Price Effective May 15, 2004 thru March 31, 2005)	$750
	Primary Maintenance Activation Fee for ArcView 3.2 Single Use License for UNIX, Each Extension (Price Effective May 15, 2004 thru March 31, 2005)	$750
	Secondary Maintenance Activation Fee for ArcView 3.2 Single Use License for UNIX, Each Extension (Price Effective May 15, 2004 thru March 31, 2005)	$300
	ArcGIS Upgrades	
	ArcGIS ArcView Single Use License Upgrade to ArcGIS ArcView Concurrent Use License	$1,200
	ArcPress for ArcGIS Single Use License Upgrade to ArcPress for ArcGIS Concurrent Use License	$880
	Upgrade from One ArcGIS Product to Another	
	Upgrade from ArcView Single Use to ArcEditor	$5,100
	Upgrade from ArcView Single Use to ArcInfo	$8,700
	Upgrade from ArcView Concurrent Use to ArcEditor	$3,500
	Upgrade from ArcView Concurrent Use to ArcInfo	$7,100
	Upgrade from ArcEditor to ArcInfo	$3,600
	ArcInfo 7.x or 8.0.x Software—UNIX/Windows NT	
	ArcInfo 7.x or 8.0.x Floating License Annual Maintenance (Primary 1st, 11th, 21st, 31st...)	$3,000
	ArcInfo 7.x or 8.0.x Floating License Annual Maintenance (Secondary 2–10, 12–20...)	$1,200
	ArcInfo 7.x or 8.0.x Node Locked 3-Pak License Annual Maintenance (Primary 1st, 11th, 21st, 31st...)	$4,000
	ArcInfo 7.x or 8.0.x Node Locked 3-Pak License Annual Maintenance (Secondary 2–10, 12–20...)	$1,600
	ArcInfo 7.x or 8.0.x Extension (each) Floating License (ArcNetwork, ArcCOGO, ArcTIN, ArcGrid, or ArcScan)	$2,000
	ArcInfo 7.x or 8.0.x Extension Floating License Annual Maintenance (each) (Primary 1st, 11th, 21st, 31st...)	$500
	ArcInfo 7.x or 8.0.x Extension Floating License Annual Maintenance (each) (Secondary 2–10, 12–20...)	$200
	ArcInfo 7.x or 8.0.x Extension Node Locked 3-Pak License Annual Maintenance (each) (Primary 1st, 11th, 21st, 31st...)	$1,100
	ArcInfo 7.x or 8.0.x Extension Node Locked 3-Pak License Annual Maintenance (each) (Secondary 2–10, 12–20...)	$440
	Other ArcInfo 7.x or 8.0.x Licenses—UNIX/Windows NT	
	ArcStorm First License (3 seats) Annual Maintenance	$500
	ArcStorm Additional License (each additional seat) Annual Maintenance	$100
	ArcPress for ArcInfo Floating Seat License Annual Maintenance	$200
	ArcPress for ArcView	
	ArcPress for ArcView UNIX License	$295
	ArcPress for ArcView Windows/Windows NT License	$295
2	**ArcView 3.x and Extensions**	
	UNIX	
	ArcView 3.x for UNIX Single Use License Qty. 1-5 (each)	$1,756
	ArcView 3.x for UNIX Single Use License Qty. 6-25 (each)	$1,581
	ArcView 3.x for UNIX Single Use License Qty. 26+ (each)	$1,405

Section	Description	Price
2	ArcView 3.x for UNIX License Primary Maintenance	$700
	ArcView 3.x for UNIX License Secondary Maintenance	$500
	Transfer of ArcView 3.x for UNIX to ArcView 3.x for Windows/Windows NT	$500
	ArcView Network Analyst Extension for UNIX Single Use License Qty. 1-5 (each)	$2,246
	ArcView Network Analyst Extension for UNIX Single Use License Qty. 6-25 (each)	$2,121
	ArcView Network Analyst Extension for UNIX Single Use License Qty. 26+ (each)	$1,871
	ArcView Network Analyst Extension for UNIX License Primary Maintenance	$500
	ArcView Network Analyst Extension for UNIX License Secondary Maintenance	$200
	ArcView Tracking Analyst Extension for UNIX Single Use License Qty. 1-5 (each)	$2,246
	ArcView Tracking Analyst Extension for UNIX Single Use License Qty. 6-25 (each)	$2,121
	ArcView Tracking Analyst Extension for UNIX Single Use License Qty. 26+ (each)	$1,871
	ArcView Tracking Analyst Extension for UNIX License Primary Maintenance	$500
	ArcView Tracking Analyst Extension for UNIX License Secondary Maintenance	$200
	ArcView Spatial Analyst Extension for UNIX Single Use License Qty. 1-5 (each)	$2,696
	ArcView Spatial Analyst Extension for UNIX Single Use License Qty. 6-25 (each)	$2,546
	ArcView Spatial Analyst Extension for UNIX Single Use License Qty. 26+ (each)	$2,246
	ArcView Spatial Analyst Extension for UNIX License Primary Maintenance	$500
	ArcView Spatial Analyst Extension for UNIX License Secondary Maintenance	$200
	ArcView 3D Analyst Extension for UNIX Single Use License Qty. 1-5 (each)	$2,696
	ArcView 3D Analyst Extension for UNIX Single Use License Qty. 6-25 (each)	$2,546
	ArcView 3D Analyst Extension for UNIX Single Use License Qty. 26+ (each)	$2,246
	ArcView 3D Analyst Extension for UNIX License Primary Maintenance	$500
	ArcView 3D Analyst Extension for UNIX License Secondary Maintenance	$200

Windows/Windows NT

	Description	Price
	ArcView 3.x for Windows/Windows NT Single Use License Qty. 1-5 (each)	$956
	ArcView 3.x for Windows/Windows NT Single Use License Qty. 6-25 (each)	$861
	ArcView 3.x for Windows/Windows NT Single Use License Qty. 26+ (each)	$765
	Primary Maintenance for ArcView 3.3 Single Use License (Core Only)	$400
	Secondary Maintenance for ArcView 3.3 Single Use License (Core Only)	$300
	Primary Maintenance for ArcView 3.3 Single Use License (Core Plus Extensions)	$1,000
	Secondary Maintenance for ArcView 3.3 Single Use License (Core Plus Extensions)	$900
	ArcView Network Analyst Extension for Windows/Windows NT License Qty. 1-5 (each)	$1,346
	ArcView Network Analyst Extension for Windows/Windows NT License Qty. 6-25 (each)	$1,271
	ArcView Network Analyst Extension for Windows/Windows NT License Qty. 26+ (each)	$1,121
	ArcView Tracking Analyst Extension for Windows/Windows NT License Qty. 1-5 (each)	$1,346
	ArcView Tracking Analyst Extension for Windows/Windows NT License Qty. 6-25 (each)	$1,271
	ArcView Tracking Analyst Extension for Windows/Windows NT License Qty. 26+ (each)	$1,121
	ArcView Spatial Analyst Extension for Windows/Windows NT Single Use License Qty. 1-5 (each)	$2,246
	ArcView Spatial Analyst Extension for Windows/Windows NT Single Use License Qty. 6-25 (each)	$2,121
	ArcView Spatial Analyst Extension for Windows/Windows NT Single Use License Qty. 26+ (each)	$1,871
	ArcView 3D Analyst Extension for Windows/Windows NT Single Use License Qty. 1-5 (each)	$2,246

Section	Description	Price
2	ArcView 3D Analyst Extension for Windows/Windows NT Single Use License Qty. 6-25 (each)	$2,121
	ArcView 3D Analyst Extension for Windows/Windows NT Single Use License Qty. 26+ (each)	$1,871
	ArcView StreetMap	
	ArcView StreetMap 1.x for Windows/Windows NT License (U.S. data)	$495
3	**MapObjects**	
	MapObjects--Windows Edition	
	MapObjects--Windows Edition Stand-Alone Developer's Kit (includes MapObjects--Windows Edition and 50 Stand-Alone Deployments)	$4,000
	MapObjects--Windows Edition Internet Developer Kit (includes 2 MapObjects Windows Edition Developer Licenses, 2 ArcIMS Developer Licenses, and one ArcIMS Server Deployment License for up to 2 CPU's)	$11,600
	Additional MapObjects--Windows Edition Developer License	$800
	Annual Renewal of MapObjects Internet Deployment License (for licenses obtained under a discontinued program)	$1,000
	MapObjects--Windows Limited Deployment Site License Kit	$16,000
	Maintenance for MapObjects--Windows Edition Stand-Alone Developer's Kit	$1,000
	Maintenance for MapObjects--Windows Edition Internet Developer Kit	$2,400
	Maintenance for Additional MapObjects--Windows Edition Developer License	$200
	Maintenance for MapObjects--Windows Limited Deployment Site License Kit	$3,000
	25-Pak Additional MapObjects--Windows Edition Stand-Alone Deployments	$2,000
	MapObjects LT	
	MapObjects LT 2 License	$1,000
	MapObjects--Windows Edition StreetMap Extension	
	MapObjects--Windows Edition StreetMap Developer's Kit (1 Development License and 50 Stand-Alone Deployment Licenses)	$595
	Additional MapObjects--Windows Edition StreetMap Stand-Alone Deployment Licenses 25 Pak	$50
	Additional MapObjects--Windows Edition StreetMap Development License	$495
	MapObjects--Java Edition	
	MapObjects--Java Edition Stand-Alone Developer Kit (includes MapObjects--Java Edition Developer License and 50 Stand-Alone Deployment Licenses)	$4,000
	MapObjects--Java Edition Internet Developer Kit (Includes 2 MapObjects Java Edition Developer License and Deployment License for One Server with up to two CPU's)	$6,000
	MapObjects--Java Edition Internet Development and Testing License	$3,000
	Additional MapObjects--Java Edition Developer License	$800
	Additional MapObjects--Java Edition Server Deployment License for One Server with up to Two CPU's	$4,000
	Additional MapObjects--Java Edition CPU Deployment License	$3,000
	Maintenance for MapObjects--Java Edition Stand-Alone Developer Kit	$1,000
	Maintenance for MapObjects--Java Edition Internet Developer Kit	$1,500
	Maintenance for Additional MapObjects--Java Edition Developer License	$200
	Maintenance for Additional MapObjects-Java Edition Server Deployment License for One Server with up to Two CPU's	$1,000
	Maintenance for Additional MapObjects-Java Edition CPU Deployment License	$750
	25-Pak Additional MapObjects-Java Edition Stand-Alone Deployments	$2,000

Section	Description	Price
4	**ArcGIS Engine**	
	ArcGIS Engine Developer Kit License	$5,000
	Primary Maintenance for ArcGIS Engine Developer Kit License	$3,000
	Additional ArcGIS Engine Developer Kit License	$3,000
	Primary Maintenance for Additional ArcGIS Engine Developer Kit License	$3,000
	Secondary Maintenance for Additional ArcGIS Engine Developer Kit License	$1,500
	ArcGIS Engine Runtime	
	Standard ArcGIS Engine Runtime License	$500
	ArcGIS Engine Runtime 3D Extension License	$1,500
	ArcGIS Engine Runtime Spatial Extension License	$1,500
	ArcGIS Engine Runtime Enterprise Geodatabase (GDB) Update Extension License	$1,500
	ArcGIS Engine Runtime StreetMap Extension License	$500
	Standard ArcGIS Engine Runtime License (50 pack)	$22,500
	ArcGIS Engine Runtime Extensions License (3D, Spatial, or Enterprise Geodatabase Update) 10 pack	$13,500
	ArcGIS Engine Runtime StreetMap Extension License (10 pack)	$4,500
	Maintenance for Standard ArcGIS Engine Runtime License Without Extensions	$150
	Maintenance for Standard ArcGIS Engine Runtime License With Extensions	$500
5	**ArcGIS Server (Production Server)**	
	ArcGIS Server License (up to 2 CPUs) includes 2 Developer Licenses	$30,000
	Additional CPU's on a Licensed ArcGIS Server	$15,000
	Additional ArcGIS Server Single Use Developer License	$3,000
	ArcGIS Server License Spatial Extension (up to 2 CPU's)	$10,000
	Additional CPU's on a Licensed ArcGIS Server Spatial Extension	$5,000
	ArcGIS Server License 3D Extension (up to 2 CPU's)	$10,000
	Additional CPU's on a Licensed ArcGIS Server 3D Extension	$5,000
	ArcGIS Server License StreetMap Extension (up to 2 CPU's)	$5,000
	Additional CPU's on a Licensed ArcGIS Server StreetMap Extension	$2,500
	Maintenance for ArcGIS Server License	$7,500
	Maintenance for Additional CPU on a Licensed ArcGIS Server	$3,750
	Primary Maintenance for Additional Single Use ArcGIS Server Developer License	$750
	Secondary Maintenance for Additional Single Use ArcGIS Server Developer License	$375
	Maintenance for ArcGIS Server License Spatial Extension	$2,500
	Maintenance for Additional CPU on a Licensed ArcGIS Server Spatial Extension	$1,250
	Maintenance for ArcGIS Server License 3D Extension	$2,500
	Maintenance for Additional CPU on a Licensed ArcGIS Server 3D Extension	$1,250
	Maintenance for ArcGIS Server License StreetMap Extension	$1,250
	Maintenance for Additional CPU on a Licensed ArcGIS Server StreetMap Extension	$625
	ArcGIS Server (Development and Testing)	
	ArcGIS Server Development and Testing License (up to 2 CPU's)	$15,000
	Additional CPU on licensed ArcGIS Server Development and Testing	$7,500
	ArcGIS Server Development and Testing License Spatial Extension (up to 2 CPU's)	$5,000
	Additional CPU on Licensed ArcGIS Server Development and Testing Spatial Extension	$2,500
	ArcGIS Server Development and Testing License 3D Extension (up to 2 CPU's)	$5,000
	Additional CPU on Licensed ArcGIS Server Development and Testing 3D Extension	$2,500
	ArcGIS Server Development and Testing License StreetMap Extension (up to 2 CPU's)	$2,500
	Additional CPU on Licensed ArcGIS Server Development and Testing StreetMap Extension	$1,250

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Section	Description	Price
5	Maintenance for ArcGIS Server Development and Testing License	$3,750
	Maintenance for Additional CPU on Licensed ArcGIS Server Development and Testing	$1,875
	Maintenance for ArcGIS Server Development and Testing License Spatial Extension	$1,250
	Maintenance for Additional CPU on Licensed ArcGIS Server Development and Testing Spatial Extension	$625
	Maintenance for ArcGIS Server Development and Testing License 3D Extension	$1,250
	Maintenance for Additional CPU on Licensed ArcGIS Server Development and Testing 3D Extension	$625
	Maintenance for ArcGIS Server Development and Testing License StreetMap Extension	$625
	Maintenance for Additional CPU on Licensed ArcGIS Server Development and Testing StreetMap Extension	$312
6	**ArcSDE**	
	ArcSDE Installation Pack	$400
	ArcSDE Server and two Processors (incl. License for 1 Server and 2 Processors, 5 Read and Write Connection Licenses)	$10,000
	ArcSDE License for One Additional Processor	$5,000
	ArcSDE Read and Write Server Connection License	$1,000
	ArcSDE Read-Only Server Connection License	$500
	Maintenance for ArcSDE or SDE Server License with Two CPUs	$3,000
	Maintenance for ArcSDE or SDE Additional Processor License	$1,000
	Maintenance for ArcSDE/SDE Read and Write Server Connection License	$150
	Maintenance for ArcSDE/SDE Read-Only Server Connection License	$150
	Maintenance for ArcSDE Single Use License Per Notebook Computer	$200
7	**ArcIMS**	
	ArcIMS Server/CPU License Internet Deployment License for One Server and Two CPU's and ArcIMS Software	$10,000
	ArcIMS Additional CPU License	$5,000
	ArcIMS Single Use Development License (each)	$1,000
	ArcIMS Server/CPU Annual Maintenance	$2,000
	ArcIMS Additional CPU Annual Maintenance	$1,000
	ArcIMS Single Use Development License Annual Maintenance Fee	$200
	ArcIMS Small Local Government Server/CPU License for One Server and Up to 2 CPU's	$5,000
	Maintenance for ArcIMS Small Local Government Server/CPU License	$1,500
	Upgrade of Small Local Government License to ArcIMS Regular Edition License	$5,000
	ArcIMS Route Server	
	ArcIMS Route Server License for One Server and 2 CPU's	$3,000
	Annual Maintenance for ArcIMS Route Server License for One Server and 2 CPU's	$600
	ArcIMS Route Server Additional CPU License	$1,500
	Annual Maintenance for ArcIMS Route Server Additional CPU License	$300
	ArcIMS Route Server Data Options	
	Data Pack--Tele Atlas MultiNet USA License for One Server and 2 CPU's	$15,000
	Annual Update Fee Data Pack--Tele Atlas MultiNet USA License for one Server and 2 CPU's	$7,500
	Data Pack--Tele Atlas MultiNet USA Additional CPU License	$5,000
	Annual Update Fee--Data Pack-Tele Atlas MultiNet USA Additional CPU License	$2,500
	Data Pack--GDT USA Data Pack License for up to 5,000,000 Transactions	$10,000
	Data Pack--GDT USA Data Pack License for up to 20,000,000 Transactions	$25,000
	Data Pack--GDT USA Data Pack License for up to 60,000,000 Transactions	$75,000

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Section	Description	Price
7	**ArcIMS Data Delivery Extension**	
	ArcIMS Data Delivery Extension License for One Server and 2 CPU's	$5,000
	Annual Maintenance for ArcIMS Data Delivery Extension License for One Server and 2 CPU's	$1,000
	Additional CPU License for ArcIMS Data Delivery Extension	$2,500
	Annual Maintenance for Additional CPU License for ArcIMS Data Delivery Extension	$600
8	**Business Applications Software**	
	ArcView Business Analyst	
	ArcView Business Analyst Software and Data License and One-Year Maintenance (per license) ESRI BIS	$15,996
	ArcView Business Analyst Software and Data License and One-Year Maintenance (per license) AGS	$15,996
	Annual Maintenance (per license) ArcView Business Analyst ESRI BIS	$15,996
	Annual Maintenance (per license) ArcView Business Analyst AGS	$15,996
	ArcView Business Analyst Extension Software and Data License and One-Year Maintenance (per license) ESRI BIS	$14,796
	ArcView Business Analyst Extension Software and Data License and One-Year Maintenance (per license) AGS	$14,796
	Annual Maintenance ArcView Business Analyst Extension (per license) ESRI BIS	$14,796
	Annual Maintenance ArcView Business Analyst Extension (per license) AGS	$14,796
	Optional AGS Data Pack (only for ArcView Business Analyst Customers Who have Already Purchased ArcView Business Analyst with the ESRI BIS Data Set)	$2,500
	Optional ESRI BIS Data Pack (only for ArcView Business Analyst Customers Who have Already Purchased ArcView Business Analyst with the AGS Data Set)	$2,500
	Annual Maintenance for Optional ESRI BIS Data Pack (per license)	$2,500
	Annual Maintenance for Optional AGS Data Pack (per license)	$2,500
	ArcGIS Business Analyst	
	ArcGIS Business Analyst--Professional Edition Software and Data License and One-Year Maintenance (per license) ESRI BIS	$15,996
	ArcGIS Business Analyst--Professional Edition Software and Data License and One-Year Maintenance (per license) AGS	$15,996
	Annual Maintenance for ArcGIS Business Analyst--Professional Edition (per license) ESRI BIS	$15,996
	Annual Maintenance for ArcGIS Business Analyst--Professional Edition (per license) AGS	$15,996
	ArcGIS Business Analyst Extension-Professional Edition Software and Data License and One-Year Maintenance (per license) ESRI BIS	$14,796
	ArcGIS Business Analyst Extension-Professional Edition Software and Data License and One-Year Maintenance (per license) AGS	$14,796
	Annual Maintenance for ArcGIS Business Analyst Extension-Professional Edition Software and Data License ESRI BIS	$14,796
	Annual Maintenance for ArcGIS Business Analyst Extension-Professional Edition Software and Data License AGS	$14,796
	ArcGIS Business Analyst Extension-Developer Edition (no data)	$2,500
	Annual Maintenance (per license) for ArcGIS Business Analyst Extension-Developer Edition (no data)	$2,500
	ArcGIS Business Analyst Optional AGS Data Pack (only for the ArcGIS Business Analyst customer that has already purchased ArcGIS Business Analyst with the ESRI BIS data set)	$2,500
	Annual Maintenance for ArcGIS Business Analyst Optional AGS Data Pack	$2,500
	Upgrade ArcGIS Business Analyst Single Use to Concurrent Use (Offered Only If On Maintenance)	$1,200

Section	Description	Price
9	**ArcLogistics Route**	
	ArcLogistics Route for Windows/Windows NT Single Use License (U.S. data)	$9,600
	ArcLogistics Route Annual Maintenance (U.S. data)	$2,000
	ArcLogistics Route Additional Service Area (U.S. data)	$2,000
	ArcLogistics Route Additional Service Area (U.S. data) Annual Maintenance	$1,000
	ArcLogistics Route No Data License	$8,000
	ArcLogistics Route No Data License Annual Maintenance	$1,000
	ArcLogistics Route for Citrix License (U.S. data) 5-Pak	$24,000
	ArcLogistics Route for Citrix License (U.S. data) 5-Pak Annual Maintenance	$6,000
	ArcLogistics Route for Citrix License (U.S. data) 25-Pak	$80,000
	ArcLogistics Route for Citrix License (U.S. data) 25-Pak Annual Maintenance	$20,000
	ArcLogistics Route No Data License for Citrix 5-Pak	$20,000
	ArcLogistics Route No Data License for Citrix 5-Pak Annual Maintenance	$5,000
	ArcLogistics Route No Data License for Citrix 25-Pak	$60,000
	ArcLogistics Route No Data License for Citrix 25-Pak Annual Maintenance	$15,000
	ArcLogistics Route for Windows/Windows NT Single Use License (U.S. data) for Local Government	$6,000
	ArcLogistics Route Annual Maintenance (U.S. data) for Local Government	$1,600
	ArcLogistics Route No Data License for Local Government	$5,000
	ArcLogistics Route No Data License for Local Government Annual Maintenance	$1,000
	ArcLogistics Route for Citrix License (U.S. data) 3-Pak for Local Government	$18,000
	ArcLogistics Route for Citrix License (U.S. data) 3-Pak for Local Government Annual Maintenance	$3,600
	ArcLogistics Route for Citrix License (U.S. data) 5-Pak for Local Government	$24,000
	ArcLogistics Route for Citrix License (U.S. data) 5-Pak for Local Government Maintenance	$6,000
	ArcLogistics Route for Citrix License (U.S. data) 25-Pak for Local Government	$80,000
	ArcLogistics Route for Citrix Licenses (U.S. data) 25-Pak for Local Government Annual Maintenance	$20,000
	ArcLogistics Route No Data License for Citrix 3-Pak for Local Government	$15,000
	ArcLogistics Route No Data License for Citrix 3-Pak for Local Government Annual Maintenance	$3,000
	ArcLogistics Route No Data License for Citrix 5-Pak for Local Government	$20,000
	ArcLogistics Route No Data License for Citrix 5-Pak for Local Government Annual Maintenance	$5,000
	ArcLogistics Route No Data License for Citrix 25-Pak for Local Government	$60,000
	ArcLogistics Route No Data License for Citrix 25-Pak for Local Government Annual Maintenance	$15,000
	BusinessMAP 3.5	
	BusinessMAP 3.5	$349
	RouteMAP IMS	
	RouteMAP IMS Server/CPU License	$3,000
	RouteMAP IMS Additional CPU License	$500
	RouteMAP IMS Maintenance Server/CPU License	$1,000
	RouteMAP IMS Maintenance for Additional CPU License	$500
	RouteMAP IMS Data Pack USA Server/CPU License	$3,000
	RouteMAP IMS Data Pack USA Additional CPU License	$500
	RouteMAP IMS Data Pack USA Maintenance Server/CPU License	$1,000
	RouteMAP IMS Data Pack USA Maintenance for Additional CPU License	$500

Section	Description	Price
9	RouteMAP IMS Data Pack North American Server/CPU License	$9,500
	RouteMAP IMS Data Pack North American Additional CPU License	$500
	RouteMAP IMS Data Pack North American Maintenance for Server/CPU License	$3,000
	RouteMAP IMS Data Pack North American Maintenance for Additional CPU License	$500
10	**Other Software**	
	NetEngine	
	NetEngine Standard Developer Kit (incl. 1 Developer License and 10 Deployment Licenses)	$10,000
	NetEngine Internet Developer Kit (incl. 2 Developer Licenses and One Deployment License for One Server with Up to Two CPUs)	$6,000
	Additional NetEngine Server/CPU Deployment License (Up to 2 CPUs)	$4,800
	Additional NetEngine CPU Deployment License	$4,000
	Additional NetEngine Developer License	$2,000
	Annual Maintenance for NetEngine Standard Developer Kit	$2,000
	Annual Maintenance for NetEngine Internet Developer Kit	$2,000
	Annual Maintenance for NetEngine Additional Server/CPU Deployment License	$1,200
	Annual Maintenance for Additional NetEngine CPU Deployment License	$1,000
	Annual Maintenance for Additional NetEngine Developer License (each)	$500
	NetEngine Annual Renewal for Network Server Deployment License (Old Program)	$1,000
	Maplex	
	Maplex First Single Use License	$15,000
	Maplex Second Single Use License	$14,000
	Maplex Third Single Use License	$11,500
	Maplex Single Use License Annual Primary Maintenance	$3,750
	Maplex Single Use License Annual Secondary Maintenance	$1,500
	Production Line Tool Set	
	Production Line Tool Set Mapping Agency Solution	$10,000
	Annual Maintenance for Production Line Tool Set Mapping Agency Solution	$2,500
	Production Line Tool Set Nautical Solution	$10,000
	Annual Maintenance for Production Line Tool Set Nautical Solution	$2,500
	Production Line Tool Set Defense Solution	$10,000
	Annual Maintenance for Production Line Tool Set Defense Solution	$2,500
	Production Line Tool Set Aeronautical Solution	$10,000
	Annual Maintenance for Production Line Tool Set Aeronautical Solution	$2,500
	Production Tool Set Foundation	$5,000
	Annual Maintenance for Production Tool Set Foundation	$1,250
	GIS Data ReViewer	
	Production Line Tool Set Solutions GIS Data ReViewer	$2,500
	Annual Maintenance for Production Line Tool Set Solution GIS Data ReViewer	$625
	Map Production System (MPS) to Produce Topographic Line Maps (TLMs)	$2,500
	Annual Maintenance for Map Production System (MPS)	$625
	Job Tracking Extension (JTX)	
	Job Tracking Extension (JTX) Concurrent Use License	$2,500
	Primary Maintenance Job Tracking Extension (JTX) Concurrent Use License	$500
	Secondary Maintenance Job Tracking Extension (JTX) Concurrent Use License	$200
	ArcPad	
	ArcPad Single Use License	$396
	ArcPad Single Use License Technical Support	$295

Section	Description	Price
10	ArcPad Pay-As-You-Go Support (per incident)	$50
	ArcPad Application Builder Single Use License	$1,200
	ArcPad Application Builder Primary Maintenance	$500
	ArcPad Application Builder Secondary Maintenance	$300
	ArcPad 5.x to ArcPad 6 Upgrade	$150
	ArcPad StreetMap with GDT Dynamap Transportation Data	$119
	Ongoing Technical Support for ArcPad StreetMap with GDT Dynamap Transportation Data	$99

Desktop Mapping Software

PC ARC/INFO

	Description	Price
	PC ARC/INFO Single Use License	$2,396
	PC ARC/INFO 4.0 Upgrade per License	$295
	PC ARC/INFO Desktop Maintenance (Twelve Months of Technical Support for One Authorized Contact)	$845
11	**Reserved**	
12	**ESRI BIS CommunityInfo**	

National Datasets

Description	Price
CommunityInfo Economic Development License National Dataset	$4,400
CommunityInfo Homeland Security License National Dataset	$4,400
CommunityInfo Healthcare License National Dataset	$8,000
CommunityInfo Financial Services License National Dataset	$8,000
CommunityInfo Insurance License National Dataset	$8,000
CommunityInfo Retail License National Dataset	$8,000
CommunityInfo Restaurant License National Dataset	$8,000
CommunityInfo Census License National Dataset	$1,000

Single State Datasets

Description	Price
CommunityInfo Economic Development License Single State Dataset	$2,900
CommunityInfo Homeland Security License Single State Dataset	$2,900
CommunityInfo Healthcare License Single State Dataset	$5,300
CommunityInfo Financial Services License Single State Dataset	$5,300
CommunityInfo Insurance License Single State Dataset	$5,300
CommunityInfo Retail License Single State Dataset	$5,300
CommunityInfo Restaurant License Single State Dataset	$5,300
CommunityInfo Census License Single State Dataset	$600

Single MSA Datasets

Description	Price
CommunityInfo Economic Development License Single MSA Dataset	$1,400
CommunityInfo Homeland Security License Single MSA Dataset	$1,400
CommunityInfo Healthcare License Single MSA Dataset	$2,800
CommunityInfo Financial Services License Single MSA Dataset	$2,800
CommunityInfo Insurance License Single MSA Dataset	$2,800
CommunityInfo Retail License Single MSA Dataset	$2,800
CommunityInfo Restaurant License Single MSA Dataset	$2,800
CommunityInfo Census License Single MSA Dataset	$360

Single County Datasets

Description	Price
CommunityInfo Economic Development License Single County Dataset	$1,100
CommunityInfo Homeland Security License Single County Dataset	$1,100
CommunityInfo Healthcare License Single County Dataset	$2,000
CommunityInfo Financial Services License Single County Dataset	$2,000

Section	Description	Price
12	CommunityInfo Insurance License Single County Dataset	$2,000
	CommunityInfo Retail License Single County Dataset	$2,000
	CommunityInfo Restaurant License Single County Dataset	$2,000
	CommunityInfo Census License Single County Dataset	$125
13	**Software Media Kits and Hardware Keys**	
	Additional Install Kit for ArcGIS (Parallel)	$400
	Additional Install Kit for ArcGIS (USB)	$400
	ArcInfo NT Hardware Key Slimline	$50
	NT USB Hardware Key	$50
14	**Developer Support Program**	
	ArcIMS Developers Priority Support	$1,495
	ArcIMS Developers Pay-As-You-Go Support (per incident)	$150
	MapObjects LT Developers Priority Support	$395
	MapObjects LT Pay-As-You-Go Support (per incident)	$60
	ArcInfo Workstation Developers Priority Support	$2,000
	ArcInfo Workstation Developers Pay-As-You-Go Support (per incident)	$175
	ArcGIS Desktop Developers Priority Support	$2,000
	ArcGIS Desktop Developers Pay-As-You-Go Support	$175
	Cross Product Plan Developers Priority Support	$2,000
	Annual Premium Support Services	$75,000
	Premium Support Services at an Hourly Rate--Minimum 36 Hours	$7,500
	Installation Services	
	Single Workstation Installation of ArcInfo and Extensions in USA	$2,500
	Multiple (up to 5) Workstation Installations of ArcInfo and Extensions at One Site in the USA	$3,500
	ArcIMS Implementation--Service for the ArcIMS Standard Edition Server/CPU License. Consists of up to 20 hours of travel and on-site support, over 2 days.	$3,500
	Training	
	ESRI Site Training per Student, per Day at ESRI Learning Centers (USA)	$425
	Client Site Training per Class, per Day (12 Students) at Client Locations (USA)	$3,325
15	**Virtual Campus**	
	Individual Courses	
	ESRI Virtual Campus Training Course Pricing (1 paid modules) per seat	$25
	ESRI Virtual Campus Training Course Pricing (2 paid modules) per seat	$50
	ESRI Virtual Campus Training Course Pricing (3 paid modules) per seat	$75
	ESRI Virtual Campus Training Course Pricing (4 paid modules) per seat	$100
	ESRI Virtual Campus Training Course Pricing (5 paid modules) per seat	$125
	ESRI Virtual Campus Training Course Pricing (6 paid modules) per seat	$150
	ESRI Virtual Campus Training Course Pricing (7 paid modules) per seat	$175
	ESRI Virtual Campus Training Course Pricing (8 paid modules) per seat	$200
	ESRI Virtual Campus Training Course Pricing (9 paid modules) per seat	$225
	ESRI Virtual Campus Subscription Pricing	
	Education Subscriptions (for all Virtual Campus courses)	
	Annual Premium Subscription ($2,500 Virtual Campus Dollar Value)	$2,250
	Annual Premium Subscription ($5,000 Virtual Campus Dollar Value)	$4,250
	Annual Premium Subscription ($10,000 Virtual Campus Dollar Value)	$7,000
	Annual Premium Subscription ($50,000 Virtual Campus Dollar Value)	$30,000
	Annual Premium Subscription ($100,000 Virtual Campus Dollar Value)	$50,000

Section	Description	Price
15	Annual Standard Subscription ($2,500 Virtual Campus Dollar Value)	$2,125
	Annual Standard Subscription ($5,000 Virtual Campus Dollar Value)	$4,000
	Annual Standard Subscription ($10,000 Virtual Campus Dollar Value)	$6,000
	Annual Standard Subscription ($50,000 Virtual Campus Dollar Value)	$25,000
	Annual Standard Subscription ($100,000 Virtual Campus Dollar Value)	$40,000
	ESRI Virtual Campus Web Workshop	
	ESRI Virtual Campus Web Workshop (per seat)	$30

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ARTICLE 1—DEFINITIONS

All words, phrases, or terms defined in other parts of this Agreement shall have the same meaning in this Addendum. The following additional words, phrases, or terms shall have the following meaning:

i. "Task Order" means a task order issued under this Addendum. (A sample task order form is attached as Attachment A.)

ii "Custom Software" means all or any portion of the computer software code, components, dynamic link libraries (DLLs), and programs delivered on any media provided in source, object, or executable code format(s), inclusive of backups, updates, or merged copies permitted hereunder or subsequently supplied under any Task Order, exclusive of Software.

iii. "Technical Data" means, without limitation, all technical materials including formula, compilations, programs, methods, techniques, know-how, technical assistance, processes, designs, schematics, user documentation, training documentation, specifications, drawings, flowcharts, briefings, test or quality control procedures, or other similar information supplied or disclosed by ESRI under any Task Order.

iv. "Map Data" means any digital data set(s) including geographic, vector data coordinates, raster, or associated tabular attributes supplied or used in performance of any Task Order.

v. "Deliverables" means Custom Software, Technical Data, or Map Data specified for delivery or use by Licensee under a Task Order.

vi. "Supported Software" means the Software identified pursuant to Article 2.

ARTICLE 2—TASK ORDERS AND PROJECT SCHEDULE

ESRI shall provide Deliverables as specified in Task Orders for support of the Software identified therein ("Supported Software").

Unless otherwise provided by ESRI in writing, ESRI's Senior Contract Administrators, John D. Perry or Judith A. Jones, are authorized to agree to Task Orders. Only representatives authorized to bind Licensee shall execute Task Orders.. Each party may enter into Task Orders at its sole discretion and shall not have any obligation under a Task Order until it is signed by both parties.

Each party shall identify in writing the project manager who is responsible for the Deliverables specified in Task Orders. By written notice, either party may replace the project manager at any time with a similarly qualified person.

ESRI shall complete each Task Order in accordance with the schedule specified in that Task Order.

ARTICLE 3—LICENSE GRANT

Subject to the terms and conditions set forth in this Agreement and effective upon their delivery, ESRI hereby grants to Licensee a nonexclusive, worldwide license in the Deliverables to use, modify, and reproduce the Deliverables in connection with Licensee's authorized use of Supported Software. The grant in the immediately preceding sentence does not apply to Map Data, which Licensee must separately and directly license from the vendor.

ARTICLE 4—PATENTS AND INVENTIONS

During performance of Task Orders, the parties anticipate that inventions, innovations, and improvements ("Inventions") relating to the subject matter of such Task Orders may be conceived solely or jointly by principals, employees, consultants, or independent contractors (hereinafter called "Inventors") of the parties hereto.

The parties agree that, as of the effective date of this Agreement, ESRI or its licensors own all intellectual property rights in the Software. During the term of this Agreement, Licensee shall promptly notify ESRI if Licensee becomes aware of any known or suspected infringement or violation of these rights.

Each party shall retain title to any Inventions made or conceived solely by its Inventors during the term of this Addendum, including, but not limited to, such Inventions as ESRI's Inventors solely conceive while providing technical assistance pursuant to this Addendum. The parties shall jointly own any Invention made jointly by Inventors from both parties. With respect to such Inventions of Licensee relating to the Software, Licensee hereby grants and agrees to grant to ESRI an irrevocable, royalty-free, nonexclusive, worldwide right and license, with right to sublicense, use, make, sell, offer to sell, or import such Inventions for any purpose, whether or not patented in the country of such past or intended use.

Licensee agrees to disclose promptly to ESRI (i) each Invention relating to the Software and made or conceived by Licensee's Inventors during the term of this Agreement and (ii) of any decision to file a patent application with respect to such Invention and the country or countries in which such application will be filed.

Where only one party has title to an Invention, that party, at its sole discretion, shall have the right, but not the obligation, at its expense to: (i) decide on whether or not to seek or maintain, or to continue to seek or maintain, patent protection in any country on such Invention; (ii) decide the extent and scope of such protection; and (iii) protect and enforce in any country any patents issued on such Invention.

Except as provided in the next paragraph, where an Invention is jointly owned, each party shall share equally the costs of acquiring protection for the Invention and furnish the other joint owner with assistance reasonably required for acquiring protection.

The acquisition or maintenance of protection shall not be abandoned by a joint owner (the "Assigning Owner") without giving the other joint owner (the "Beneficial Owner") an opportunity to intervene and acquire or maintain protection at the Beneficial Owner's expense. The Assigning Owner electing not to acquire or maintain protection on any Inventions in any country or countries shall assign such of its rights in such Inventions to the Beneficial Owner as is necessary to enable the Beneficial Owner to protect such Inventions in such country or countries at its expense and for its exclusive benefit. In such event, the Assigning Owner shall make available to the Beneficial Owner the Assigning Owner's Inventors and shall otherwise cooperate with the Beneficial Owner in order to assist the Beneficial Owner in protecting such Inventions. The Beneficial Owner shall reimburse the Assigning Owner for all reasonable out-of-pocket expenses incurred in rendering such assistance. If any such Inventions are so protected by the Beneficial Owner, then the Assigning Owner shall have a license with respect to the subject matter of such protected Inventions in such country or countries.

All Inventions made by Inventors during performance of tasks and activities defined by Task Orders during the term of this Addendum will be presumed, absent clear and convincing evidence to the contrary, to have resulted from the Inventors' activities under the Task Orders.

Neither party may license, transfer, sell, or otherwise alienate or encumber its interest in jointly owned Inventions without the written consent of the other party, which shall not be unreasonably withheld. However, either party may transfer such Inventions to its Affiliates for their internal use only. "Affiliate" shall mean the parent or subsidiary companies of a party or subsidiary companies to a party's parent provided there is more than fifty percent (50%) ownership of the subsidiary by the parent or party.

ARTICLE 5—OWNERSHIP, CONFIDENTIALITY, AND EXPORT CONTROLS

A. Ownership
Except as specifically granted in this Addendum, ESRI or its licensors own and retain all right, title, and interest in the Deliverables. This Agreement does not transfer ownership rights of any description in the Deliverables to Licensee or any third party.

B. Confidentiality and Export Controls
1. "Confidential Information" shall mean any information, ideas, and/or related data disclosed in association with the performance of either Party under this Agreement, or otherwise obtained through audit, which may be protected from further disclosure under applicable law. When disclosed orally, at the time of disclosure the party disclosing such Confidential Information (hereinafter the "Disclosing Party") shall identify such information it considers to be Confidential Information, subsequently summarize it in writing within ten (10) business days after disclosure, and

provide a copy to the party receiving such Confidential Information (hereinafter the "Receiving Party") appropriately marked to clearly identify the content as Confidential Information. When disclosed in writing or electronic format, the Disclosing Party shall mark all information it considers to be Confidential Information in a clearly identifiable way. ESRI understands that any records which are obtained or generated by ESRI under this Addendum, except for records that are Confidential Information as defined above, may, under certain circumstances, be open to the public upon request under the North Dakota open records law (N.D.C.C. § 44-04-18). Licensee shall notify ESRI of its intent to disclose information marked as Confidential Information, providing sufficient time for legal process.

2. Confidentiality of Deliverables: Unless otherwise determined by applicable law, the Deliverables are ESRI's Confidential Information and Licensee shall preserve and protect their confidentiality. Insofar as its rights may be legally restricted, Licensee agrees not to reverse engineer or decompile Deliverables delivered only in object code, executable code, or formats subject to similar or greater means of access control (collectively, "Secure Formats"). For Deliverables delivered in source code or other human-readable formats, Licensee shall have met its obligations under this Article if its disclosure of Deliverables is limited to Deliverables in Secure Formats, *provided that* the means for reverse engineering, decompiling, or disassembling such Deliverables is withheld from such disclosure, and the person or entity in receipt of such Deliverables similarly agrees not to perform such acts or allow others to do so.

Except as provided in the preceding paragraph, Licensee shall not disclose the Deliverables to employees or third parties without the advanced written consent of ESRI. However, Licensee may, without such consent, make such disclosures to employees as are reasonably required for the Licensee's authorized use of the Supported Software, provided that such disclosure is strictly limited to the portions of the Deliverables needed for that purpose.

The disclosures permitted under the preceding paragraph shall not relieve Licensee of its obligation to maintain the Deliverables in confidence and comply with all applicable laws and regulations of the United States, including, without limitation, its export control laws. Furthermore, before disclosing all or any portion of the Deliverables to employees or third parties as permitted in the preceding paragraph, Licensee shall inform such employees or third parties of the obligations in this Article and obtain their agreement to be bound by them.

ARTICLE 6—ACCEPTANCE

A. For Time and Materials Task Orders
Deliverables are provided strictly on a time and materials basis. Therefore, Licensee shall accept Deliverables as promptly as practicable after delivery, and Deliverables shall be deemed accepted thirty (30) days after delivery

B. For Firm Fixed Price Task Orders
Deliverables for fixed price Task Orders shall be categorized as follows:

i. "DELIVERABLE ACCEPTED" means a Deliverable conforming to applicable Task Order(s) with no more than minor nonconformities. Licensee shall complete its acceptance review within ten (10) working days of receiving each Deliverable.
ii. "DELIVERABLE ACCEPTED WITH REWORK" means a deliverable substantially conforming to applicable Task Order(s), but having a significant number of identified nonconformities and accepted subject to rework by ESRI. ESRI shall rework the Deliverable for the identified nonconformities and resubmit it within thirty (30) days. Licensee will rerun its acceptance review for the nonconformities detected in the initial review within ten (10) working days of such resubmission and will reclassify the deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.
iii. "DELIVERABLE REJECTED" means a Deliverable that fails to substantially conform to applicable Task Order(s). ESRI shall rework the Deliverable and resubmit it to Licensee within thirty (30) days, at which time Licensee shall have ten (10) working days to rerun its acceptance review and reclassify the deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.

Licensee agrees it shall not use any Deliverable in its business operations before acceptance as described in Subsections B(i) or B(ii). If ESRI does not receive within ten (10) working days after delivery written notice that the Deliverable is "ACCEPTED WITH REWORK" or "REJECTED" in accordance with B(ii) or B(iii), or if Licensee uses the Deliverable in its business operations, the Deliverable shall be deemed, as of the first to occur of either of these events, to have been accepted.

ARTICLE 7—CHANGES TO SCOPE OF WORK

Licensee may, at any time, request changes within the general scope of an open Task Order. If the parties agree to such changes and such changes cause an increase or decrease in the cost or time required to provide the Deliverable under any Task Order (regardless of whether the Deliverable itself is changed), an equitable adjustment in the price or schedule, or both, shall be made, and this Agreement shall be modified accordingly in writing and signed by both parties.

ARTICLE 8—COMPENSATION; INVOICES

A. For Time and Materials Task Orders
ESRI shall prepare and submit to Licensee written monthly invoices showing the compensation due for work performed under Task Orders. The amount invoiced will be equal to the number of hours expended during the previous month multiplied by the rates for labor categories set forth in Attachment B, plus other burdened direct costs. ESRI may, at its sole discretion, stop work in order to avoid exceeding the total value of applicable Task Orders. Any election to exceed such total value shall not affect the rights or obligations of the parties under this Agreement, including any right to compensation for such excess work and to stop work at anytime after such total value is exceeded.

B. For Firm Fixed Price Task Order
ESRI shall prepare and submit monthly invoices based on the percent complete for each Deliverable as of the end of the preceding month. Upon acceptance of all Deliverables under a Task Order, the full amount of that Task Order is due.

C. Payment
Licensee shall pay each invoice no later than thirty (30) days after receipt thereof.

ARTICLE 9—REQUIRED CORRECTIONS AND LIMITED WARRANTY

A. Correction of Deliverable and Warranty
1. For <u>Time and Materials Task Orders</u>: Not later than thirty (30) days after acceptance of a Deliverable, Licensee may require ESRI to correct or replace, at ESRI's option, Deliverables that at the time of delivery do not conform with the applicable written specifications included in, or delivered by ESRI pursuant to, the corresponding Task Order. Except as provided in the next paragraph of this Subsection A.1, the cost of replacement or correction shall be determined under the Time and Materials section of the Compensation; Invoices article of this Addendum.

   Not later than two (2) years after acceptance of a Deliverable, Licensee may require ESRI to correct or replace, without cost to the Licensee, nonconforming Deliverables, if the nonconformances are due to (i) fraud, lack of good faith, or willful misconduct on the part of an employee at or above the ESRI Professional Services Department Manager level (collectively, "ESRI Manager") or (ii) the conduct of one or more of ESRI's employees selected or retained by ESRI after an ESRI Manager has reasonable grounds to believe that the employee is habitually careless or unqualified.

   ESRI shall have no obligation or liability under this Agreement to correct Deliverables that were nonconforming at the time of delivery, except as provided in this Subsection A.1.

2. For <u>Firm Fixed Price Task Orders</u>: ESRI warrants that for a period of thirty (30) days after acceptance of a Deliverable that the Deliverable will conform, in a manner consistent with professional and technical standards in the software industry, with the applicable written specifications that are included in, or delivered by ESRI pursuant to, the corresponding Task Order.

B. Disclaimer
1. THE REQUIRED CORRECTIONS AND WARRANTY SET FORTH IN SECTION "A" OF THIS ARTICLE ARE IN LIEU OF, AND THIS AGREEMENT EXPRESSLY EXCLUDES, ALL OTHER OBLIGATIONS TO CORRECT OR REPLACE DELIVERABLES AND OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT DELIVERABLES ARE ERROR-FREE, WILL OPERATE WITHOUT INTERRUPTION, OR ARE COMPATIBLE WITH ALL EQUIPMENT AND SOFTWARE CONFIGURATIONS; AND (ii) ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, SYSTEM INTEGRATION, AND NONINFRINGEMENT.

2. IN ADDITION TO AND WITHOUT LIMITING THE PRECEDING PARAGRAPH, ESRI DOES NOT WARRANT IN ANY WAY THE MAP DATA, WHETHER SUPPLIED BY LICENSEE OR ESRI, OR THE VENDORS OF

EITHER OF THEM. IF SUPPLIED BY ESRI OR ITS VENDORS, ESRI BELIEVES SUCH MAP DATA IS RELIABLE, BUT IT MAY NOT BE FREE OF NONCONFORMITIES, DEFECTS, ERRORS, OR OMISSIONS; BE AVAILABLE WITHOUT INTERRUPTION; BE CORRECTED IF ERRORS ARE DISCOVERED; OR MEET LICENSEE'S NEEDS OR EXPECTATIONS. ESRI IS NOT INVITING RELIANCE ON MAP DATA, AND LICENSEE SHOULD ALWAYS VERIFY ACTUAL DATA FROM DOCUMENTS OF RECORD, FIELD MEASUREMENT, OR OBSERVATION.

ARTICLE 10—LIMITATION OF LIABILITY

A. Disclaimer of Certain Types of Liability
TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL ESRI OR ITS LICENSOR(S) BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS; LOST SALES OR BUSINESS EXPENDITURES; INVESTMENTS; OR COMMITMENTS IN CONNECTION WITH ANY BUSINESS, LOSS OF ANY GOODWILL, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR USE OF THE DELIVERABLES, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT ESRI OR ITS LICENSOR(S) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

B. General Limitation of Liability
TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL ESRI'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, EXCEED THE AMOUNTS PAID TO ESRI BY LICENSEE FOR THE DELIVERABLES FROM WHICH THE LIABILITY DIRECTLY AROSE.

C. Applicability of Disclaimers and Limitations
To the extent permitted by law, Licensee agrees that the limitations of liability and disclaimers set forth in this Agreement will apply regardless of whether Licensee has accepted the Deliverables or any other product or service delivered by ESRI. The parties agree that ESRI has set its prices and entered into this Agreement in reliance upon the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose or cause consequential loss), and that the same form an essential basis of the bargain between the parties.

ARTICLE 11—HIGH RISK ACTIVITIES

A. DELIVERABLES ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE OR RESALE FOR USE FOR INSURANCE UNDERWRITING OR WITH CRITICAL HEALTH AND SAFETY OR ONLINE CONTROL EQUIPMENT IN HAZARDOUS ENVIRONMENTS THAT REQUIRE FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, EMERGENCY RESPONSE, TERRORISM PREVENTION OR RESPONSE LIFE SUPPORT, OR WEAPONS SYSTEMS ("HIGH RISK ACTIVITIES"). ESRI SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES.

B. Licensee represents and warrants that it will not use, distribute, or resell Deliverables for High Risk Activities and that it will ensure that its customers and end users of the Deliverables are provided with the notice in Section A of this Article.

C. In the event of a breach by Licensee of the representation and warranty in Section B of this Article, and to the extent permitted by law, Licensee agrees to indemnify and hold ESRI, its officers, directors, employees, agents, subcontractors, licensors, successors, and assigns harmless from and against any and all liability, losses, claims, expenses (including attorneys' fees), demands, or damages of any kind, including direct, indirect, special, punitive, incidental, or consequential damages, arising out of or in any way connected with such breach. Delivery of Deliverables does not constitute a waiver of the rights and obligations set forth in this Article.

ARTICLE 12—TERM AND TERMINATION

A. Term
Unless terminated earlier pursuant to Section B or C of this Article, the term of this Addendum shall expire upon the later to occur of (i) the delivery of the last scheduled Deliverable as specified in the Task Orders executed under this Addendum or (ii) the expiration of a two (2)-year period commencing on the effective date of this Agreement. The term of this Addendum may be extended, upon both parties' agreement to do so, for three (3) additional one (1)-year periods.

B. Termination for Convenience
Licensee may terminate this Addendum or any Task Order at any time on thirty (30) days' written notice to ESRI and upon payment to ESRI of all amounts due to date pursuant to this Addendum, including reasonable termination expenses and the pro rata contract price for the Task Order affected.

ESRI may terminate an open Task Order on thirty (30) days' written notice to Licensee in the event (i) the period of performance for the services contemplated by the Task Order cross Licensee's fiscal period, (ii) the continuation of the services associated with the Task Order is contingent upon the appropriation of funds in forthcoming fiscal periods, and (iii) ESRI has not received formal notice that Licensee has obtained funding at levels sufficient to allow for the fulfillment of the obligations set forth in the applicable Task Order, within thirty (30) days of the end of Licensee's fiscal period, which shall be specified in each Task Order meeting the criteria set forth in items (i) and (ii) above. Upon ESRI's termination for convenience Licensee shall be responsible for payment to ESRI of the pro rata contract price for the affected Task Order, including reasonable termination expenses.

C. Termination for Cause
Either party, as applicable, shall have the right, in addition and without prejudice to any other rights or remedies, to terminate this Addendum or any Task Order as follows:

  i. By ESRI, at its sole discretion and without opportunity to cure, if (a) Licensee fails to pay after ten (10) days' written notice the amounts due to ESRI pursuant to the "Compensation; Invoices" article of this Addendum, (b) ESRI has terminated all or any part of this Agreement under any other of its provisions, or (c) Licensee engages in unauthorized use, reproduction, or disclosure of Deliverables.
  ii. By either party for any material breach of this Addendum that is not cured within fifteen (15) days of receipt by the party in default of a notice specifying the breach and requiring its cure.

D. Termination for Non-Appropriation of Funds
Licensee may terminate this Addendum or individual Task Orders issued hereunder effective on delivery of written notice to ESRI, or on any later date stated in the notice, and upon payment to ESRI of all amounts due to date pursuant to this Addendum, including reasonable termination expenses and the pro rata contract price for the Task Order(s) affected if (i) funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the commodities or services provided for in the applicable Task Order, (ii) federal or state laws or rules are modified or interpreted in a way that the services or commodities are no longer allowable or appropriate for purchase under this Addendum or no longer eligible for the funding proposed for payment of Task Orders issued hereunder, or (iii) any license, permit, or certificate required by law or rule, or the terms of the Addendum, is for any reason denied, revoked, suspended, or not renewed.

E. Obligations upon Termination
Upon termination of this Addendum, the parties shall have no further obligations pursuant to its terms, except that Articles 4, 5, 8, 9B, and 10–14 shall survive termination. Unless Licensee has materially breached its obligations under this Agreement, Articles 3 and 9A shall also survive termination.

ARTICLE 13—RESTRICTIONS ON HIRING

Licensee shall not solicit for hire any ESRI employee who is associated with efforts called for under this Addendum during the term of this Addendum and for a period of one (1) year thereafter. ESRI shall not solicit for hire any Licensee employee who is associated with efforts called for under this Addendum during the term of this Addendum and for a period of one (1) year thereafter.

ARTICLE 14—RESERVED

ARTICLE 15—RESERVED

ARTICLE 16—FORCE MAJEURE

The obligations in this Addendum are subject to the "Force Majeure" article set forth in this Agreement.

ARTICLE 17—RESERVED

ARTICLE 18—NOTICE

Task Orders may specify alternative notice information for Licensee, which shall be applicable for notice associated only to that applicable Task Order. If not otherwise specified in a Task Order, as outlined above, all notice required by this Agreement shall be in writing to the parties at the following respective addresses, or to such other address as a party may subsequently specify in a notice provided in the manner described in this Article, and shall be deemed to have been received (i) upon delivery in person; (ii) upon the passage of three (3) days following post by first class registered or certified mail, return receipt requested, with postage prepaid; (iii) upon the passage of two (2) days following post by overnight receipted courier service; or (iv) upon transmittal by confirmed telex or facsimile, provided that if sent by facsimile a copy of such notice shall be concurrently sent by U.S. certified mail, return receipt requested and postage prepaid, with an indication that the original was sent by facsimile and the date of its transmittal:

Licensee: North Dakota State Procurement Office
             14th Floor Capitol Tower, Dept. 012
             Attn.: Sherry Neas, Contract 105
             600 East Boulevard Avenue
             Bismarck ND 58505-0310
             Tel.: 701-328-1726
             Fax: 701-328-1615

ESRI: ESRI
             380 New York Street
             Redlands, CA 92373-8100
             Project/Technical Notice—Attn.: Doug Beyette,
                Contract Coordinator
                Tel.: 909-793-2853, extension 3949
                Fax: 909-307-3034
             Legal Notice—Attn.: Contract Manager
                Tel.: 909-793-2853, extension 1593
                Fax: 909-307-3020
                With a copy to Doug Beyette, Contract Coordinator

ARTICLE 19—INSURANCE

ESRI shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages covering ESRI for any claims of any nature which may in any manner arise out of or result from this Agreement:

i)   Commercial general liability including products or completed operations coverage (if applicable) with minimum liability limits of $250,000 per person and $1,000,000 per occurrence.
ii) Automobile liability with minimum liability limits of $250,000 per person and $1,000,000 per occurrence.
iii) Workers compensation coverage meeting all statutory requirements. In addition, an "all states endorsement" covering claims occurring outside the state of North Dakota if any of the services provided under this agreement involve work outside the state of North Dakota.
iv) Employer's liability or "stop gap" insurance of not less than $1,000,000 as an endorsement on the workers compensation or commercial general liability insurance.

The insurance coverages listed above must meet the following additional requirements:

1) Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of ESRI.
2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. The policies shall be in form and terms approved by Licensee. "Follows form" means the excess policy must be written with the same terms and conditions as the policy to which it is excess.
3) The insurance required in this agreement, through a policy or endorsement, shall include:
   a) a "Waiver of Subrogation" waiving any right to recovery the insurance company may have against Licensee; and
   b) a provision that the policy and endorsements may not be canceled or modified without thirty days prior written notice to Licensee's undersigned representative.
   c) ESRI shall furnish a certificate of insurance and all endorsements to Licensee's undersigned representative prior to the commencement of work under this Addendum.
   d) Failure to provide insurance as required in this Addendum is a material breach of contract entitling Licensee to terminate this agreement in accordance with Article 12, Section C, "Termination for Cause".

ARTICLE 20—INDEMNIFICATION

ESRI will indemnify and hold harmless Licensee and its affiliates and each of their directors, officers, (collectively the "Indemnified Parties") from and against any and all damages, losses, liabilities, claims, judgments and settlements, including all reasonable costs, expenses and attorneys fees, arising out of any action or claim for bodily injury, death or property damage (except for databases not subject to a reasonable backup program) brought against any of the Indemnified Parties to the extent arising from any negligent act or omission or willful misconduct by ESRI, its subcontractors or their respective directors, officers, employees or agents during performance of the services associated with Task Orders issued in accordance with this Addendum.

ESRI Agreement No. _____
Task Order No. _____

In accordance with the terms and conditions of the above-referenced Agreement between Environmental Systems Research Institute, Inc. (ESRI), and _____ (Licensee), this Task Order authorizes delivery of the Deliverables described and in accordance with the terms, schedule, and start/end date(s) specified below.

1. Scope of Work: [As applicable, specifically identify and describe Deliverables including Custom Code, Map Data, and Technical Data (including Technical Assistance), Supported Software, and the resources to be provided by Licensee (including Licensee-supplied personnel, software, hardware, and digital or hard-copy data), and place of delivery and location where technical assistance will be provided.]

    In addition to the foregoing, Licensee agrees that its employees, representatives, and subcontractors will cooperate and communicate with ESRI during performance of this Task Order. Without cost to ESRI, Licensee shall provide, allow access to, or assist ESRI in obtaining all data ESRI requests for performance of this Task Order, including, but not limited to, (1) copies of previously prepared reports, maps, plans, surveys, records, and other documents in the control or possession of Licensee and (2) copies of ordinances, codes, regulations, or other governmental documents.

2. Contract Type (FFP or T&M):

3. Total Task Order Value or Not-to-Exceed Value (if time and materials basis):

4. Delivery Schedule or Start/End Date(s) for Each Deliverable:

5. Special Considerations:

6. ESRI Project Manager:
    ESRI Senior Contract Administrator:

7. Tax Exemption Certifications (if applicable):

8. End of Fiscal Period (if applicable):

9. Notice Information (if applicable):

ACCEPTED AND AGREED:

THE STATE OF	ENVIRONMENTAL SYSTEMS
NORTH DAKOTA	RESEARCH INSTITUTE, INC.
(Licensee)	(ESRI)

Signature: _____   Signature: _____

Printed Name: _____   Printed Name: _____

Title: _____   Title: _____

Date: _____   Date: _____

Effective January 1, 2005

Hourly time and materials labor rates have been provided for each labor category for calendar year 2005. The hourly labor rates for services that are performed after 2005 may be escalated in an amount not to exceed seven and one-half percent (7.5%) each year. Other direct costs, such as travel, reproduction, subcontractor, telecommunication/freight, or materials, will be charged a material handling fee and invoiced.

Principal   **Hourly Rate: $287/Hour**

These staff members work as program directors or project advisors providing project vision, strategic consulting, and program management for all types of geographic information system (GIS) projects. They apply market/ application domain expertise and have extensive experience in GIS and related technologies to ensure the successful completion of a project. Consulting activities may include strategic planning, review and oversight of requirements definition, application and database design, and system integration consulting. Management activities may include defining program requirements, establishing budgets and schedules, allocating staff and other resources, and managing and overseeing subcontractor activities. These staff members work with senior client staff and have the support of senior ESRI corporate staff to ensure successful project completion.

Senior Consultant   **Hourly Rate: $217/Hour**

These staff members work as project managers or project advisors providing strategic consulting and program management for all types of GIS projects. They apply market/application domain expertise and have extensive experience in GIS and related technologies to ensure the successful completion of a project. Consulting activities may include strategic planning, GIS workshops and seminars, requirements definition, application and database design and development, and system integration consulting. Management activities may include defining program requirements, establishing budgets and schedules, allocating staff and other resources, and managing and overseeing subcontractor activities. They design comprehensive work plans that employ structured systems methodologies, which define project deliverables, milestones, and realistic schedules.

Consultant   **Hourly Rate: $172/Hour**

These staff members provide day-to-day consulting and management of contracted projects within ESRI. They work under the guidance of senior ESRI consulting staff and support the design and implementation of defined work plans. They provide traditional consulting services and design and management support to application development projects and database conversion projects. They conduct detailed requirements interviews, document application requirements, develop logical and physical database designs using computer-aided software engineering (CASE) tools and entity-relationship (E-R) diagramming methodologies, design and develop software and database quality assurance/quality control (QA/QC) programs, and provide management oversight of daily technical activities. They work with senior consulting and technical staff to design comprehensive work plans that employ structured systems methodologies, which define project deliverables, milestones, and realistic schedules. These staff members also work with ESRI administrative staff to ensure that progress and financial reporting is provided according to contract requirements.

Senior Technical Designer   **Hourly Rate: $224/Hour**

These staff members are the senior technical staff at ESRI. They provide the overall technical vision and system architecture for large complex systems. They ensure that sound software engineering principles and life cycle methodologies are applied to projects. They are actively involved in systems architecture design, application software design, database process design, and all phases of coding including conducting design and code reviews. They may serve as the principal investigator in focused studies or research and development (R&D) projects. While staff members in this category have broad technical knowledge of GIS applications and related technologies, they also provide specific expertise in areas such as Internet applications, data warehousing, spatial analysis, and modeling. They are proficient in ESRI software languages as well as third generation programming languages, Internet markup languages, and other technologies.

Technical Designer   **Hourly Rate: $181/Hour**

GIS system/software developers design technical project plans for the implementation of application software projects and database development projects. They oversee the day-to-day technical activities of the project team and ensure that appropriate systems methodologies are employed. They design and develop QA/QC programs and oversee design and code reviews, database reviews, and other QA/QC activities throughout the project life cycle. They will perform detailed software design and detailed database conversion design and be directly involved in the coding and implementation of the more complex and strategic portions of application software and database conversion projects. They are proficient in ESRI software languages as well as third generation programming languages, Internet markup languages, and other technologies.

Technical Analyst   **Hourly Rate: $141/Hour**

Staff members in this category work independently to perform software coding and write software documentation to design specifications developed by senior staff. They also design and implement data conversion procedures. These staff members also perform software and database quality control and are proficient in the coding of software and processing of digital databases. They are also proficient in ESRI software languages as well as third generation programming languages, Internet markup languages, and other technologies.

Database Analyst   **Hourly Rate: $119/Hour**

These staff members provide database development support in creating cartographic and digital data products. Areas of expertise include performing data conversion, migration, and translation activities utilizing advanced processing techniques in ARC/INFO and/or ArcInfo software. In addition, these staff members design and implement efficient production tools and coordinate work flow with project personnel.

ESRI CLIENT SITE TRAINING TERMS AND CONDITIONS

Whereas, the CLIENT wishes to arrange for training of its employees, the following terms shall be followed as applicable.

I—SCOPE

ESRI agrees to conduct training courses pursuant to the terms contained herein.

Course Description: The ESRI Software training course(s) to be conducted, the location, the dates during which the courses are to be conducted, the number of participants, and the prices to be paid to ESRI are as set forth in the ESRI Course Catalog or at ESRI's training Web site, which is incorporated by this reference. All courses shall be conducted in substantial conformity with the most current ESRI training course brochure(s). ESRI reserves the right to modify course content when necessary due to Software technical abilities or limitations.

ESRI's Responsibility: ESRI shall provide an instructor qualified to conduct the course(s), as well as all necessary training materials sufficient for the number of registered participants.

ESRI's scheduling coordinator, through whom all course(s), dates, and locations shall be confirmed, can be contacted at 909-793-2853, extension 1523.

CLIENT's Responsibility: Where courses are to be conducted at CLIENT's facilities, CLIENT shall provide physical training facilities that meet the following minimum requirements:

- CLIENT shall, where possible, provide a one (1)-room facility, sufficient for a training course for up to twelve (12) persons (or such other number as may be agreed to by ESRI's scheduling coordinator). The facility shall have appropriate climate control, lighting, and sufficient power and number of outlets to accommodate the required number of computers and other equipment to be used.
- CLIENT shall supply all computer hardware for the training course. Computers must be platforms fully supported by ESRI. All computer hardware shall be configured with an appropriate release of an operating system to run the current release version of the required Software. There shall be a minimum of one (1) color monitor for every participant. Other peripheral devices including, but not limited to, digitizers and plotters/printers, as required by the training course being conducted, shall be Class 1 supported.
- CLIENT shall be responsible for providing one (1) high-resolution PC projector and screen as well as one (1) large writing board.
- CLIENT shall limit the number of course participants to twelve (12) students per course. Additional students, up to a maximum of fifteen (15), may be added to some classes for an additional fee.
- CLIENT agrees that all participants shall be regular employees of CLIENT who meet the prerequisites set forth in the ESRI training brochure(s).
- CLIENT shall issue a purchase order and pay invoices pursuant to the terms set forth in Section III below.
- CLIENT shall complete and submit an ESRI Client Site Request form not less than four (4) weeks prior to the start of any course. Final schedule is subject to mutual agreement.

II—SOFTWARE LICENSES

The terms of the ESRI license agreement shall be applicable to all CLIENT course participants and for all Software and documentation licensed for use in any training course to be conducted. For on-site training, temporary Software licenses may be issued by ESRI where there is an insufficient number of Software licenses available at the training facility. CLIENT shall deinstall the temporary Software licenses at the conclusion of the training course.

III—PERFORMANCE AND PAYMENT

Upon completion of each training course, ESRI shall invoice CLIENT and CLIENT shall pay said invoice within thirty (30) days of receipt thereof.

IV—EXPORT CONTROL REGULATIONS

ESRI's technology is subject to U.S. export control laws and regulations—ESRI's Software, data, documentation, and any underlying information or technology may not be exported, reexported, or provided in whole or in part to (i) any country to which the United States has embargoed goods; (ii) any person on the U.S. Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the U.S. Commerce Department's Table of Denial Orders; or (iv) any person or entity where such export, reexport, or provision violates any U.S. export control law or regulation.